

**TO:** TUPELO CITY COUNCIL  
**FROM:** GLENDA MUSE, CLERK  
**DATE:** MARCH 11, 2016

**MEMORANDUM**

**THE AGENDA REVIEW FOR THE REGULAR CITY COUNCIL MEETING OF TUESDAY, MARCH 15, 2016, WILL BE HELD ON MONDAY, MARCH 14, 2016, IN COUNCIL CHAMBERS, 2<sup>ND</sup> FLOOR, CITY HALL BUILDING, 71 EAST TROY STREET.**

**TIME: 4:00 P.M.**

**A WORK SESSION MAY FOLLOW FOR ANY ISSUES THE COUNCIL MAY WISH TO DISCUSS.**

**CC: MAYOR  
CC: COO  
CC: CFO  
CC: CITY ATTORNEY  
CC: DEPT. HEADS  
CC: NEWS MEDIA  
CC: LOBBY POSTINGS**

**TUPELO CITY COUNCIL MEETING AGENDA**  
**TUESDAY, MARCH 15, 2016**  
**6:00 P.M.**

**INVOCATION:**

**COUNCILMAN MIKE BRYAN**

**PLEDGE OF ALLEGIANCE:**

**COUNCILMAN BUDDY PALMER**

**CALL TO ORDER:**

**PRESIDENT BUDDY PALMER**

**CONFIRMATION OR AMENDMENT  
OF AGENDA AND AGENDA ORDER**

**4.     PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA**

**JS           4.1     RECOGNITION OF BOY/GIRL SCOUTS**

**JS           4.2     RECOGNITION OF CITY EMPLOYEES**

**4.3     PUBLIC RECOGNITIONS**

**JS           4.4     MAYOR'S REPORT**

**(CLOSE REGULAR MEETING AND OPEN PUBLIC AGENDA.)**

**5.     PUBLIC AGENDA**

**(NO ITEMS)**

**(CLOSE PUBLIC AGENDA AND RETURN TO REGULAR SESSION.)**

**6.     ACTION AGENDA**

**BL           6.1     REVIEW/APPROVE DEVELOPMENT AGREEMENT  
                          OF TUPELO CROSSROADS, LLC**

**BL           6.2     REVIEW/APPROVE RESOLUTION CALLING FOR  
                          SPECIAL ELECTION (MAJOR THOROUGHFARE  
                          PROGRAM – PHASE VI)**

**7. ROUTINE AGENDA**

- 7.1 REVIEW/APPROVE MINUTES OF REGULAR COUNCIL MEETING OF TUESDAY, MARCH 1, 2016**
- 7.2 REVIEW/PAY BILLS**
- KH 7.3 REVIEW/ACCEPT FY 2015 CITY OF TUPELO AUDIT**
- KH 7.4 REVIEW/AWARD/REJECT BID SELECTION FOR DAYBRITE ROOF PROJECT**
- KH 7.5 REVIEW/APPROVE DISBURSEMENT REQUEST #5**
- AF 7.6 REVIEW/AWARD/REJECT BID SELECTION FOR THERON NICHOLS SPLASH PAD PROJECT**
- AF 7.7 REVIEW/RATIFY CONSTRUCTION CONTRACT FOR THERON NICHOLS SAFE ROOM**
- AF 7.8 REVIEW/RATIFY CONSTRUCTION CONTRACT FOR LEE ACRES SAFE ROOM**
- SH 7.9 REVIEW/RATIFY CONTRACT FOR WEST JACKSON STREET DEVELOPMENT AREA 1 PROJECT  
(NOTE: BACK-UP MATERIAL ON FILE IN COUNCIL CLERK'S OFFICE.)**
- SH 7.10 REVIEW/ACCEPT MINUTES OF SPECIAL CALLED PLANNING COMMITTEE MEETING OF FEBRUARY 22, 2016**
- JT 7.11 REVIEW/APPROVE CHANGE ORDER NO. 4 FOR WASTEWATER TREATMENT PLANT – NUTRIENT REMOVAL**
- JT 7.12 REVIEW/RATIFY CONTRACTS FOR FOLLOWING PROJECTS:**
- (A) TUPELO SRF FY14 WATER SYSTEM IMPROVEMENTS – AREA 5 – WEST AREA**
- (B) TUPELO SRF 14 WATER SYSTEM IMPROVEMENTS – PURNELL ROAD ELEVATED WATER STORAGE TANK**

- JT            7.13    REVIEW/AWARD/REJECT BIDS FOR TUPELO  
WATER AND LIGHT DEPARTMENT**
- CW            7.14    REVIEW/AWARD/REJECT BID 1413PW FOR CURB AND  
GUTTER FOR PUBLIC WORKS DEPARTMENT**
- CW            7.15    REVIEW/AWARD/REJECT BID 1411PW FOR RIPRAP,  
SURGE, AND GABION STONE FOR PUBLIC WORKS  
DEPARTMENT**
- CW            7.16    REVIEW/AWARD/REJECT BID 1412PW FOR CRUSHER  
RUN FOR PUBLIC WORKS DEPARTMENT**
- CW            7.17    REVIEW/AWARD/REJECT BIDS AND REVIEW  
AND APPROVE OWNER AND CONTRACTOR'S  
CONTRACT FOR McCULLOUGH  
BOULEVARD INTERCHANGE REFORESTATION  
PROJECT**

**8.    STUDY AGENDA**

- DL            8.1    REVIEW/DISCUSS FRANCHISE AGREEMENT WITH  
COMCAST OF TUPELO, INC.**

**9.    EXECUTIVE SESSION**

**10.   ADJOURNMENT**



## RESOLUTION

**A RESOLUTION CALLING AND PROVIDING FOR THE HOLDING OF A SPECIAL ELECTION WITHIN THE CITY OF TUPELO, MISSISSIPPI, TO DETERMINE IF THE CITY OF TUPELO SHALL INCREASE THE LIMITATION PRESCRIBED IN SECTION 27-39-321, MISSISSIPPI CODE OF 1972, AS AMENDED, TO AUTHORIZE CONTINUING THE SPECIAL LEVY OF TEN (10) MILLS OF AD VALOREM TAXES UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF TUPELO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND FOR EACH OF THE NEXT FOUR (4) SUCCEEDING FISCAL YEARS THEREAFTER, THE TOTAL RECEIPTS FROM WHICH SPECIAL LEVY TO BE USED FOR THE PURPOSE OF STREET IMPROVEMENTS, INCLUDING CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES AND PURCHASING LAND THEREFOR.**

WHEREAS, the Tupelo city Council (the "Governing Body") acting for and on behalf of the City of Tupelo, Mississippi (the "City") does hereby find, determine, adjudicate and declare as follows:

1. It is necessary and advisable and in the public interest of the City and its inhabitants to continue additional revenues for the purpose of street improvements, including constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities and purchasing land therefor, for which there are no other available funds on hand.

2. Under the provision of Section 27-39-321(2) Mississippi Code of 1972, as amended, the City is authorized to call an election on the question of increasing the limitation prescribed in Section 27-39-321(1), so as to authorize a special additional ad valorem tax levy for the purpose of obtaining and continuing such additional revenues for street improvements; and

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY AS FOLLOWS:**

**SECTION 1:** The Governing Body does hereby determine that there exists a need for additional revenues for street improvements and does declare its intentions to continue the levy of an additional ten (10) mills of ad valorem taxes upon all taxable property within the City of Tupelo for the fiscal year beginning October 1, 2016, and for each of the next four (4) succeeding fiscal years thereafter, the total receipts from which special levy to be used for the

purpose of constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor.

**SECTION 2:** A special election shall be and the same is hereby called and ordered to be held within the City of Tupelo, Mississippi, on Tuesday the 3<sup>rd</sup> of May, 2016, for the purpose of submitting to the qualified electors of the City in the following proposition:

**SHALL THE CITY OF TUPELO, MISSISSIPPI, (THE "CITY") INCREASE THE LIMITATION PRESCRIBED IN SECTION 27-39-321, MISSISSIPPI CODE OF 1972, AS AMENDED, TO AUTHORIZE CONTINUING THE SPECIAL LEVY OF TEN (10) MILLS OF AD VALOREM TAXES UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF TUPELO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND FOR EACH OF THE NEXT FOUR (4) SUCCEEDING FISCAL YEARS THEREAFTER, THE TOTAL RECEIPTS FROM WHICH SPECIAL LEVY TO BE USED FOR THE PURPOSE OF STREET IMPROVEMENTS, INCLUDING CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR?**

**SECTION 3:** The polling places at which all qualified electors will vote in the special election will be the polling places as set forth below.

The polling places for said election shall open at 7:00 a.m. and be kept open until 7:00 p.m. of the aforesaid date, and all qualified electors of the City will be entitled to vote in said election.

**SECTION 4:** The City Clerk shall give no less than three weeks' notice of said special election by publication of the notice thereof in the *Northeast Mississippi Daily Journal*, a newspaper published in Tupelo, Mississippi and having a general circulation among the people of the City and qualified under Section 13-3-31, Mississippi Code of 1972, as amended. The notice shall be published once a week for at least three consecutive weeks next preceding the date of said election, said publication dates being on April \_\_\_\_, 2016, April \_\_\_\_, 2016, April \_\_\_\_, 2016 and May \_\_\_\_, 2016 and notice shall be posted at three public places in the City of Tupelo. The notice shall be substantially in the following form:

**NOTICE OF SPECIAL ELECTION  
CITY OF TUPELO, MISSISSIPPI**

Notice is hereby given to the qualified electors of the City of Tupelo, Mississippi (the "City"), that a Special Election will be held in said City on Tuesday, the 3<sup>rd</sup> day of May, 2016, for the purpose of submitting to the qualified electors of the City the following proposition:

**PROPOSITION 1 – STREET IMPROVEMENTS**

**SHALL THE CITY OF TUPELO, MISSISSIPPI (THE “CITY”) INCREASE THE LIMITATION PRESCRIBED IN SECTION 27-39-321, MISSISSIPPI CODE OF 1972, AS AMENDED, TO AUTHORIZE CONTINUING THE SPECIAL LEVY OF TEN (10) MILLS OF AD VALOREM TAXES UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF TUPELO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND FOR THE NEXT FOUR (4) SUCCEEDING FISCAL YEARS THEREAFTER, THE TOTAL RECEIPTS FROM WHICH SPECIAL LEVY TO BE USED FOR THE PURPOSE OF STREET IMPROVEMENTS, INCLUDING CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES AND PURCHASING LAND THEREFOR?**

The special election will be held in the following polling places in the City:

Ward	Precinct	Location
1	1	Bel-Air Center
1	2	Tupelo Furniture Market Bldg V
2	3	Wesley United Methodist Church
3	4	Lee County Courthouse
3	5	Lawndale Presbyterian Church
4	6	C.C. Augustus Center
4	7	Police Athletic League PAL
5	8	JT Neely Community Center
5	9	Student Services Center @ ICC
6	10	Wildwood Baptist Church
6	11	Harrisburg Baptist Church
7	12	Haven Acres Community Center
7	13	First Pentecostal Church

The polls of said election will be opened at seven o'clock in the morning (7:00 a.m.) and will be kept open until seven o'clock in the evening (7:00 p.m.) of the aforesaid date and the said election will be held and conducted as far as practicable, in accordance with the manner prescribed for holding of elections for the issuance of bonds by political subdivisions and otherwise in accordance with the laws regulating general elections in the State of Mississippi and the City of Tupelo, Mississippi.

All qualified electors of said City will be entitled to vote in the said election.

SECTION 5: The special election will be held and conducted by the Election Commission within and for the City and shall be conducted as far as practicable, in accordance

with the laws regulating municipal bond election as provided in Section 27-39-321(2) of the Mississippi Code of 1972, as amended, and otherwise in accordance with the general election laws in the State of Mississippi and in the City. When the Election Commission shall have received the returns of the election and ascertained the result thereof, it shall, after having canvassed the same, forthwith make and return the results to the Governing Body of the City by filing a report setting out its action in the holding of the special election and the result thereof.

SECTION 6: The ballot to be used at said special election shall be in substantially the following form, to-wit:

**OFFICIAL BALLOT  
SPECIAL ELECTION  
CITY OF TUPELO, MISSISSIPPI  
Tuesday, the 3<sup>rd</sup> day of May, 2016**

**PROPOSITION 1 – STREET IMPROVEMENTS**

**SHALL THE CITY OF TUPELO, MISSISSIPPI (THE “CITY”) INCREASE THE AMENDED, TO AUTHORIZE CONTINUING THE SPECIAL LEVY OF TEN (10) MILLS OF AD VALOREM TAXES UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF TUPELO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND FOR THE NEXT FOUR (4) SUCCEEDING FISCAL YEARS THEREAFTER, THE TOTAL RECEIPTS FROM WHICH SPECIAL LEVY TO BE USED FOR THE PURPOSE OF STREET IMPROVEMENTS, INCLUDING CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES AND PURCHASING LAND THEREFOR?**

**FOR CONTINUING THE TEN (10) MILLS SPECIAL  
LEVY OF AD VALOREM TAXES FOR  
STREET IMPROVEMENTS** \_\_\_\_\_

**AGAINST CONTINUING THE TEN (10) MILLS SPECIAL  
LEVY OF AD VALOREM TAXES FOR  
STREET IMPROVEMENTS** \_\_\_\_\_

**Place a mark in the square opposite your choice on the proposition.**

**OFFICIAL BALLOT  
SPECIAL ELECTION  
CITY OF TUPELO, MISSISSIPPI  
Tuesday, the 3<sup>rd</sup> day of May, 2016**

SECTION 7: The Chair of Election Commission, or his or her designee, shall be and is hereby designated and appointed to have the ballots prepared and printed for use in the holding of the special election. If the Chair or designee is unable to have the ballots prepared and printed, the Election Commission will appoint another Commissioner for this purpose.

SECTION 8: The City Clerk be and is hereby authorized and directed to forthwith prepare a true and correct copy of this resolution and to certify the same to the Election Commission for the City as and for their warrant and authority for the holding of the special election as herein provided and required by the laws of the State of Mississippi.

SECTION 9: If approved by a majority of the qualified electors of the city voting thereon, the limitation prescribed in section 27-39-321, shall be increased to continue and renew the levy of an additional ten (10) mills of ad valorem taxes upon all taxable property within the City of Tupelo for the fiscal year beginning October 1, 2016 and for each of the next four (4) succeeding fiscal years thereafter, the total receipts from which special levy to be used for the purpose of street improvements, including constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor.

SECTION 10: The City Clerk shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of publication of the Notice of Election and to have the same presented to the Governing Body.

SECTION 11: In the event that a court of competent jurisdiction shall find that any portion of this resolution invalid or unenforceable, the remainder of the resolution shall remain in full force and effect.

The foregoing resolution was proposed in a motion by Council Member

\_\_\_\_\_, seconded by Council Member \_\_\_\_\_

Councilmember Whittington

Councilmember L. Bryan voted

Councilmember Beard voted

Councilmember Davis voted

Councilmember Palmer voted

Councilmember Bryan voted

Councilmember Jennings voted

Having received a majority vote, the President of the Council declared that the resolution had passed as set forth above.

RESOLVED AND ORDERED BY THE COUNCIL OF THE CITY OF TUPELO,  
MISSISSIPPI on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
BUDDY PALMER, City Council President

ATTEST:

\_\_\_\_\_  
GLENDA MUSE, Clerk of Council

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON, Mayor

\_\_\_\_\_  
DATE

**OFFICIAL BALLOT  
SPECIAL ELECTION  
CITY OF TUPELO, MISSISSIPPI  
Tuesday, the 3<sup>rd</sup> day of May, 2016**

**PROPOSITION 1 – STREET IMPROVEMENTS**

**SHALL THE CITY OF TUPELO, MISSISSIPPI (THE “CITY”) INCREASE THE AMENDED, TO AUTHORIZE CONTINUING THE SPECIAL LEVY OF TEN (10) MILLS OF AD VALOREM TAXES UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF TUPELO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND FOR THE NEXT FOUR (4) SUCCEEDING FISCAL YEARS THEREAFTER, THE TOTAL RECEIPTS FROM WHICH SPECIAL LEVY TO BE USED FOR THE PURPOSE OF STREET IMPROVEMENTS, INCLUDING CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES AND PURCHASING LAND THEREFOR?**

**FOR CONTINUING THE TEN (10) MILLS SPECIAL  
LEVY OF AD VALOREM TAXES FOR  
STREET IMPROVEMENTS**

\_\_\_\_\_

**AGAINST CONTINUING THE TEN (10) MILLS SPECIAL  
LEVY OF AD VALOREM TAXES FOR  
STREET IMPROVEMENTS**

\_\_\_\_\_

**Place a mark in the square opposite your choice on the proposition.**

**OFFICIAL BALLOT  
SPECIAL ELECTION  
CITY OF TUPELO, MISSISSIPPI  
Tuesday, the 3<sup>rd</sup> day of May, 2016**

#7.1

**MUNICIPAL MINUTES, CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
**MARCH 1, 2016**

Be it remembered that the regular meeting of the Tupelo City Council was held in Council Chambers at the City Hall Building on Tuesday, March 1, 2016, at 6:00 p.m. with the following in attendance: Council Members Markel Whittington, Lynn Bryan, Travis Beard, Nettie Y. Davis, Buddy Palmer, Mike Bryan and Willie Jennings; City Attorney Ben Logan; and Glenda Muse, Clerk of the Council.

The invocation was led by Jeff Robbins, Pastor, Corner Stone Church, followed by the Pledge of Allegiance led by Boy Scout Lincoln Jones.

**IN THE MATTER OF CALLING THE MEETING TO ORDER**

President Palmer called the regular meeting to order at 6:00 p.m.

**IN THE MATTER OF CONFIRMATION OR  
AMENDMENT OF AGENDA AND AGENDA ORDER**

Upon a motion by Councilman Lynn Bryan, seconded by Councilman Whittington, the council voted unanimously to confirm the agenda and agenda order as presented.

**4. PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA**

**IN THE MATTER OF RECOGNITION OF BOY/GIRL SCOUTS**

Mayor Shelton introduced Boy Scouts Lincoln Jones and Carter Brown of Troop #12, sponsored by the United Methodist Church. Duke Loden, Merit Badge Counselor, was present as well. These scouts are working on their "Citizenship in the Community and Communications Merit Badges".

**IN THE MATTER OF RECOGNITIONS OF CITY EMPLOYEES**

Mayor Shelton presented Certificates of Appreciation to the following city employees for their many years of dedicated service to the citizens of Tupelo:

Ira L. Gladney	Tupelo Fire Department	10 years
Pat Rasberry	Convention & Visitors Bureau	30 years

**IN THE MATTER OF PUBLIC RECOGNITIONS**

Councilman Mike Bryan invited everyone to come out and celebrate the Cherry Blossom Festival scheduled for March 13, 2016, beginning at 2:00 p.m. at Ballard Park. This will be a family-oriented event with activities for everyone to enjoy.



**MUNICIPAL MINUTES, CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
**MARCH 1, 2016**

**IN THE MATTER OF MAYOR'S REPORT**

Following are excerpts from Mayor Jason Shelton's report for this meeting:

... Announced that he received a very nice letter from Jack Reed, Jr. thanking all the council members for the recognition of his father, Jack Reed, Jr., who had recently passed away. Mr. Reed, Sr. had, also, been recognized at the State of the City event held recently.

... Echoed the remarks of Councilman Mike Bryan in regard to the Cherry Blossom Festival scheduled this month. This is the first Cherry Blossom Festival to be held in Mississippi and Tupelo is proud to be the first to host such an event.

... Recognized Mr. Greg Pirkle, Chairman of the Tupelo Major Thoroughfare Program, who was present to support this matter which appears on tonight's agenda. Mayor Shelton, also, asked citizens for public support of this Program which has had such a tremendous impact on the City of Tupelo and is something we hope to continue over the next five years.

... Expressed appreciation and thanks to all the Mississippi Senators and Representatives in Jackson, Mississippi, who are fighting hard on behalf of the City of Tupelo and Lee and Itawamba Counties to secure funds to build the Vietnam Wall at Veterans Park. Mayor Shelton again asked for public support which is a true public-private partnership that is the result of a citizen-led initiative to do something that we will be very proud of.

... Reminded everyone of the Lee County Library annual fund-raising event, "A Novel Affair", which is scheduled for March 4, 2016, at BankcorpSouth Center.

... "Our Mississippi" honors gala will be held on March 12, 2016, BancorpSouth Conference Center.

... Mayor Shelton publicly recognized Williams Heard for an article that appeared recently in the NE Mississippi Daily Journal concerning Mr. Heard. The Mayor said Mr. Heard would be at home watching the meeting tonight.

The Mayor ended his report with comments regarding several projects that are presently in progress in the City:

...East Main Project – 63% completed with completion date on track for  
Mid-June

...Two community shelters and the Theron Nichols Splash Pad are on schedule.

**MUNICIPAL MINUTES, CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
**MARCH 1, 2016**

...The police headquarters building is on schedule with August being set as the project completion date

(President Palmer then closed the regular meeting and opened the Public Agenda.)

**5. PUBLIC AGENDA – No Items**

(President Palmer closed the Public Agenda and the council returned to regular session.)

**6. ACTION AGENDA**

**IN THE MATTER OF REVIEW/ADOPT ORDINANCE ESTABLISHING STREET IMPROVEMENT PRIORITIES FOR THE TUPELO MAJOR THOROUGHFARE PLAN PHASE VI**

Upon a motion by Councilman L. Bryan, seconded by Councilman Whittington, the council voted unanimously to adopt an Ordinance Establishing Street Improvements Priorities for the Tupelo Major Thoroughfare Plan Phase VI. The Tupelo Major Thoroughfare Program Committee had previously recommended a list of priorities for Phase VI and this list is attached to the Ordinance as "Exhibit A". Under the terms of this ordinance the Major Thoroughfare Citizens Oversight and Lobbying Committee has recommended to the City Council that 2.5 mills of the 10 mills annually received for the Major Thoroughfare Phase VI Program will be used by the City to maintain Major Thoroughfare roads, and these roads are listed and attached to the ordinance as "Exhibit B". An executed copy of the Ordinance is attached to these minutes and incorporated herein as **APPENDIX A.**

**IN THE MATTER OF REVIEW/APPROVE ORDER CLOSING AND VACATING A PORTION OF BEECH SPRINGS ROAD RIGHT-OF-WAY**

Upon a motion by Councilwoman Davis and a second by Councilman Beard, the council voted unanimously to approve an Order Closing and Vacating a Portion of Beech Springs Road Right-of-Way, said property lying South of West Barnes Crossing Road. The City of Tupelo is authorized under Section 21-37-7 of the Mississippi Code Annotated (1972) to close and vacate any street, alley or portion thereof. Upon advice of various City Departments, the City Council has considered the request to close this right-of-way, less and except its easements to maintain underground utilities, and determined that it is not needed for municipal purposes, and the closing and vacating of this right-of-way is in the interest of public safety. An executed copy of the Order is attached to these minutes and incorporated herein as **APPENDIX B.**

**MUNICIPAL MINUTES, CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
**MARCH 1, 2016**

**7. ROUTINE AGENDA**

**IN THE MATTER OF REVIEW/APPROVE MINUTES OF REGULAR CITY COUNCIL MEETING**

Upon a motion by Councilwoman Davis, seconded by Councilman Jennings, the council voted unanimously to approve the minutes of the regular City Council meeting of Tuesday, February 16, 2016.

**IN THE MATTER OF REVIEW/PAY BILLS**

Upon a motion by Councilman Jennings, seconded by Councilman Whittington, the council voted unanimously to approve payment of the following checks, bills having been reviewed at 4:30 p.m. by Council Members Davis, Beard and Jennings:

Check Nos. 323235 through 323579 (Pool Cash Fund)  
Electronic transfers as shown on the face of the docket.  
Invoices as shown on the face of the docket.  
Requests made by AFLAC to reimburse employees under Flex-One Plan  
as shown on the face of the docket.

**IN THE MATTER OF REVIEW/APPROVE APPOINTMENTS TO VARIOUS BOARDS**

Upon a motion by Councilman Whittington and a second by Councilman M. Bryan, the council voted unanimously to approve the appointment of Margaret Collins to the Accountability Task Force for Ward 1 as recommended by Mayor Shelton.

Upon a motion by Councilman M. Bryan and a second by Councilman Whittington, the council voted unanimously to approve the appointment of Yvette Crump to the BancorpSouth Arena Board as recommended by Mayor Shelton.

Copies of the two individuals' bio's are attached to these minutes as  
**APPENDIX C.**

**IN THE MATTER OF REVIEW/APPROVE PROFESSIONAL SERVICES CONTRACTS FOR WEST TUPELO SEWER CDBG PROJECT**

Terri Blissard, Grant Administrator, had submitted two contracts for approval by the City Council for professional services related to the West Tupelo Sewer CDBG project.

**MUNICIPAL MINUTES, CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
**MARCH 1, 2016**

Upon a motion by Councilman M. Bryan and a second by Councilman L. Bryan, the council voted unanimously to approve an Agreement for Engineering Services between the City of Tupelo, Mississippi, and Cook Coggins Engineers, Inc. for the West Tupelo Sewer CDBG project. This firm was approved by the City Council at the February 2, 2016, regular City Council meeting as project engineer. Ms. Blissard advised in her memorandum dated February 23, 2016, that the project involves sections of the recently-annexed area around the Chesterville ballfield. The area is not currently served by City sewer and this CDBG project will remedy that. A copy of the Agreement for Engineering Services is attached to these minutes as **APPENDIX D.**

Upon a motion by Councilwoman Davis and a second by Councilman M. Bryan, the council voted unanimously to approve a Contract for Professional Services between the City of Tupelo, Mississippi, and Three Rivers Planning and Development District, Inc. in connection with the West Tupelo Sewer CDBG project. According to Ms. Blissard's memorandum, CDBG projects are managed by local planning and development districts which in this case is Three Rivers Planning and Development District, Inc. for a standard fee dictated by Mississippi Development Authority guidelines. The fee comes from grant funds only, not match funds, and is passed through the City of Tupelo to Three Rivers in accordance with the above agreement. A copy of the Contract is attached to these minutes and made a part hereof as **APPENDIX E.**

**IN THE MATTER OF REVIEW/APPROVE CONSTRUCTION CONTRACT**  
**FOR KELLEX ROOFING PROJECT**

Upon a motion by Councilman Whittington and a second by Councilman Jennings, the council voted unanimously to approve an Agreement for Public Building Improvements for the City of Tupelo, Mississippi, between the City of Tupelo and Master Craft Builders, Inc. for a roofing project at the Kellex Seating manufacturing facility, which is located in a city-owned building on Industrial Drive. This Agreement was presented to the City Council for consideration by Terri Blissard, Grant Administrator. A copy of the Agreement is attached to these minutes and made a part hereof as **APPENDIX F.**

This construction project is funded in part by a Development Infrastructure Program Grant. The match for the grant is being provided by Kellex Seating, and there is no cost to the city.

**MUNICIPAL MINUTES, CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
**MARCH 1, 2016**

**IN THE MATTER OF REVIEW/APPROVE FAIR HOUSING RESOLUTION**

Terri Blissard, Grant Administrator, had submitted a Fair Housing Resolution from the Mississippi Development Authority for city council approval. According to Ms. Blissard's memorandum dated February 25, 2016, the City of Tupelo is required to update its fair housing policy each time a Community Development Block Grant (CDBG) is awarded, regardless of whether the project in question is related to housing. In this case, the update is triggered by the West Tupelo Sewer CDBG project.

Upon a motion by Councilman Whittington, seconded by Councilman L. Bryan, the council voted to approve a Fair Housing Resolution to satisfy the requirements of this grant. A copy is attached to these minutes as **APPENDIX G.**

**IN THE MATTER OF REVIEW/APPROVE APPLICATION FOR TAX ABATEMENT**

A tax abatement application had been submitted to the Development Services Department by the Xpress Lube building at 1630 North Gloster Street. According to Senior Planner Patrick Falkner, this building was destroyed in the 2014 tornado and the rebuild was completed this month. According to Mr. Falkner, the application meets the requirements of the tax abatement program.

Upon a motion by Councilman Beard and a second by Councilman Whittington, the council voted unanimously to approve the tax abatement application submitted by Xpress Lube located at 1620 North Gloster Street.

**IN THE MATTER OF REVIEW/APPROVE BEL- AIR GOLF COURSE MANAGEMENT AGREEMENT**

Upon a motion by Councilman L. Bryan and a second by Councilman Whittington, the council voted unanimously to approve a Facilities, Rental and Management Agreement between the City of Tupelo, Mississippi, and Jason Bowles, a resident of Lee County, Mississippi. The City currently owns Bel-Air Golf Course located on Country Club Road and currently contracts with Mr. Bowles for a rental fee and the operation and management of the premises. The term of this agreement commences on the 1<sup>st</sup> day of March, 2016, and ends at 11:59 on the 30<sup>th</sup> day of November, 2020, unless terminated prior to the termination date as provided therein. An executed copy of the agreement setting forth all terms is attached to these minutes and incorporated herein as **APPENDIX H.**

**MUNICIPAL MINUTES, CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
**MARCH 1, 2016**

**IN THE MATTER OF REVIEW/APPROVE SOLE SOURCE PURCHASE FOR  
TUPELO POLICE DEPARTMENT**

Police Chief Bart Aguirre had submitted a request to the Mayor, COO and City Council for approval to purchase a FATS® L7 Law Enforcement Firearms Training System and BLUEFIRE® Weapon Simulator. Chief Aguirre is requesting that MEGGITT be approved as a sole source provider for this system based on their use of wireless smart weapons that are constantly in communication with the system via Bluetooth technology. This allows the instructor to monitor the actions of the student and weapon in real time. The system will also be available to provide additional training to other departments in the area to provide better training opportunities for a safer community.

Upon a motion by Councilwoman Davis, seconded by Councilman Beard, the council voted unanimously to approve MEGGITT as sole source vendor for this equipment as requested by Chief Aguirre. A copy of a letter from MEGGITT reflecting their status as a sole source vendor is attached to these minutes as **APPENDIX I.**

**IN THE MATTER OF REVIEW/APPROVE REQUEST TO SURPLUS ITEM  
FOR NORTH MISSISSIPPI NARCOTICS UNIT AND TRANSFER TO  
ANOTHER COUNTY**

Police Chief Bart Aguirre had submitted a request to the City Council to declare Kenwood VHF Transceiver (Serial #31000205, City of Tupelo 5715) as surplus to the City of Tupelo, North Mississippi Narcotics Unit. The Unit plans to transfer this equipment to the Tishomingo County Sheriff's Office after being declared as surplus.

Upon a motion by Councilman Whittington, seconded by Councilman M. Bryan, the council voted unanimously to approve this request and declare the above described equipment as surplus and transfer the same to the Tishomingo County Sheriff's Office.

**IN THE MATTER OF REVIEW/APPROVE RESOLUTION OF DECLARATION  
OF SURPLUS VEHICLES BY THE NORTH MISSISSIPPI NARCOTICS UNIT  
AND AUTHORIZE DISPOSAL OF SAME**

Upon a motion by Councilman L. Bryan, seconded by Councilman M. Bryan, the council voted unanimously to approve a Resolution of Declaration of Surplus Vehicles submitted by the Tupelo Police Department (host city for the North Mississippi Narcotics Unit). The Unit has in its possession vehicles seized and forfeited to either the Unit or the City of Tupelo. The NMNU control board has determined the items to be surplus and has authorized their sale at public auction, or destruction where sale is not practical.

**MUNICIPAL MINUTES, CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
**MARCH 1, 2016**

An executed copy of the resolution together with a listing of the vehicles is attached to these minutes and made a part hereof as **APPENDIX J.**

**IN THE MATTER OF REVIEW/APPROVE REQUEST FOR SPECIAL POLICE  
DETAIL AT HOME DEPOT**

Upon a motion by Councilwoman Davis, seconded by Councilman Beard, the council voted unanimously to approve a request by Chief of Police Bart Aguirre to allow certain Tupelo police officers to wear police uniforms and to have proper city-issued equipment to provide help with security and theft deterrent at Home Depot. Home Depot will be responsible for liability and the fee for the officers' detail.

A copy of Chief Aguirre's memorandum dated February 18, 2016, listing the officers who wish to serve is attached to these minutes as **APPENDIX K.**

**IN THE MATTER OF REVIEW/APPROVE LISTING OF SURPLUS ITEMS**

Kim Hanna, Chief Financial Officer, had submitted a list of items requesting that they be declared as surplus. The items listed on Exhibit A are no longer useable and will either be destroyed or parts salvaged for other use where applicable. Items on Exhibit B will be sold at auction after being declared surplus.

Upon a motion by Councilman Whittington, seconded by Councilman Jennings, the council voted unanimously to approve both these lists of items as surplus and disposed of as noted above. Copies are attached hereto as **APPENDIX L.**

**IN THE MATTER OF REVIEW/ADOPT RESOLUTION REQUESTING THE  
MISSISSIPPI LEGISLATURE TO AUTHORIZE ADDITIONAL FUNDING AND  
EXTEND THE DEADLINE FOR THE MISSISSIPPI HISTORIC TAX CREDIT**

In 2006 the Mississippi Legislature enacted a 25% state historic tax credit intended to promote private investment in historic properties with the goal of stimulating job growth, increasing the tax base and revitalizing communities. The tax credit has been extremely successful in bringing new life to buildings in Mississippi's downtowns, and is the only financial incentive available for historic homeowners. According to a Resolution signed by Mayor Jason L. Shelton on the 26<sup>th</sup> day of February, 2016, the \$60,000,000 aggregate cap for the state tax credit has been reached, leaving this popular and effective incentive program without funding. The current deadline to qualify for the program is December 31, 2017.

**MUNICIPAL MINUTES, CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
**MARCH 1, 2016**

Upon a motion by Councilman L. Bryan, seconded by Councilman Whittington, the council voted unanimously to adopt a Resolution Requesting the Mississippi Legislature To Authorize Additional Funding and Extend the Deadline for the Mississippi Historic Tax Credit. Passage of House Bill 352 and Senate Bill 2065 would increase the aggregate cap to \$100,000,000, an increase of \$40,000.000, and extend the qualifying deadline to December 31, 2031. A copy of the Resolution signed by Mayor Shelton is attached to these minutes and incorporated herein as **APPENDIX M.**

**8. STUDY AGENDA**

**IN THE MATTER OF REVIEW/DISCUSS DEVELOPMENT AGREEMENT OF TUPELO CROSSROADS, LLC**

This item will be moved to the next agenda.

**IN THE MATTER OF REVIEW/DISCUSS RESOLUTION CALLING FOR SPECIAL ELECTION (MAJOR THOROUGHFARE PROGRAM – PHASE VI)**

This item will be moved to the next agenda.

**9. EXECUTIVE SESSION**

Upon a motion by Councilman Jennings, seconded by Councilman M. Bryan, the council voted unanimously to close the regular meeting to determine the need for an executive session.

Upon a motion by Councilwoman Davis, seconded by Councilman M. Bryan, the council voted unanimously to go into executive session to discuss economic development/prospective purchase of property upon advice of City Attorney Ben Logan.

Upon a motion by Councilman Whittington, seconded by Councilman Jennings, the council voted unanimously to come out of executive session and return to the regular meeting with no action to be taken in open session.



**MUNICIPAL MINUTES, CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
**MARCH 1, 2016**

**IN THE MATTER OF ADJOURNMENT**

There being no further business to come before the City Council, upon a motion by Councilman Whittington, seconded by Councilman Jennings, the council voted unanimously to adjourn the regular meeting at 7:45 p.m.

\_\_\_\_\_  
PRESIDENT OF THE COUNCIL

ATTEST:

\_\_\_\_\_  
CLERK OF THE COUNCIL

APPROVED:

\_\_\_\_\_  
MAYOR

#1.4

# Memo

**To:** Distinguished Members of the City Council  
Honorable Mayor Jason Shelton

**From:** Terri Blissard

**Date:** March 9, 2016

**Re:** Approval of Bid Selection for Daybrite Roof Project

---

Please find attached a bid tabulation and bid award recommendation for the Daybrite roofing project, which is funded by a Community Development Block Grant.

The lowest bidder in the second round of bids was Medford Roofing. Medford's base bid plus alternate are within the project budget and are recommended for approval.

A full contract will be provided at a later date.

CCE 3-09198



March 9, 2016

Mayor Jason Shelton  
City of Tupelo  
P.O. Box 1485  
Tupelo, MS 38802

**PHILIPS DAY-BRITE BUILDING IMPROVEMENTS, BID-2**  
**CDBG NO. 1131-14-366-ED-01**  
**TUPELO BID NO. 139COT**

Following the receipt and opening for bids on the above captioned project we have checked and tabulated the bids. A copy of the tabulation is enclosed.

You will note the low total bid with additive alternate was submitted by Medford Roofing, Inc. in the amount of \$654,813.12. We recommend a contract be awarded as set out above.

Jess Wiygul, P.E.  
Project Engineer

Copy to: Terri Blissard, City of Tupelo, P.O. Box 1485, Tupelo, MS 38802  
Medford Roofing, Inc., 3687 Summer Ave, Memphis, TN 38122  
Wesley Bell, Three Rivers PDD, P.O. Box 690, Pontotoc, MS 38863

Enclosure: Bid Tabulation

TABULATION OF BIDS  
 Philips Day-Brite Building Improvements, Bid 2  
 City of Tupelo, Mississippi  
 CCE# 3-09198

**CCE** CONSULTANTS  
**COOK COGGIN ENGINEERS, INC.**  
 703 Crossover Road, Tupelo, MS 38801 (662) 842-7381 / FAX 844-4564

BIDS RECEIVED 10:00 A.M. March 8, 2016 City of Tupelo, Mississippi				Medford Roofing, Inc. 3687 Summer Ave Memphis, TN 38122		Roofing Solutions 37302 Commerce Lane Prairieville, LA 70769		G&G Sheet Metal & Roofing, LLC 4812 West Main St Tupelo, MS 38801	
Item No.	Item	Qty.	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Fab	31,900	SqFt	7.44	237,336.00	7.53	240,207.00	8.65	275,935.00
2	Fab Lower B	15,754	SqFt	\$7.44	117,209.76	\$7.51	118,312.54	\$8.65	136,272.10
3	Fab Lower C	1,140	SqFt	\$7.44	8,481.60	\$7.57	8,629.80	\$8.65	9,861.00
4	Maintenance	7,280	SqFt	\$7.44	54,163.20	\$7.43	54,090.40	\$8.65	62,972.00
5	Office /Cafeteria	3,274	SqFt	\$7.44	24,358.56	\$7.26	23,769.24	\$8.65	28,320.10
6	Office	3,900	SqFt	\$7.44	29,016.00	\$7.57	29,523.00	\$8.65	33,735.00
7	Press 39 (EPDM Repairs)	2,600	SqFt	\$7.48	19,448.00	\$13.32	34,632.00	\$8.65	22,490.00
8	Wood Roof Deck Replacement	2,000	SqFt	\$6.50	13,000.00	\$3.00	6,000.00	\$10.00	20,000.00
9	Metal Roof Deck Replacement	2,000	SqFt	\$8.50	17,000.00	\$8.00	16,000.00	\$12.00	24,000.00
10	Latent Conditions	1	LS	\$30,000.00	30,000.00	\$30,000.00	30,000.00	\$30,000.00	30,000.00
BASE BID					\$550,013.12		\$561,163.98		\$643,585.20
<b>ALTERNATE NO. 1 (ADDITIVE)</b>									
1	Complete reroofing of PRESS 39 in lieu of EPDM repairs (NOTE: Total area of PRESS 39 is approximately 17,241 SqFt.	1	LS	\$104,800.00	104,800.00	\$114,200.00	114,200.00	\$5.51	\$95,000.00
TOTAL WITH ADDITIVE ALTERNATE					\$654,813.12		\$675,363.98		\$738,585.20

# 7.5

## DISBURSEMENT REQUEST No. 5

Re: Equipment Lease/Purchase Agreement dated as of October 22, 2015 (the "Lease") by and between Banc of America Public Capital Corp, as Lessor (the "Lessor"), and the City of Tupelo, Mississippi, as Lessee (the "Lessee")

Dated: March 15, 2016

In accordance with the terms of the Escrow and Account control Agreement, dated as of October 22, 2015 (the "Escrow Account and Account Control Agreement") by and among the Lessor, the Lessee and Bank of America, National Association, (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Account and Account Control Agreement for the following purposes:

a. Disbursement Amounts:

Payee's Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose
Schneider Electric Buildings Americas, Inc. (See attached wiring instructions)	Application No. 4 PC14P0022	\$646,882.17	Construction Contract

- b. (i) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (ii) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (iii) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).
- c. Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.
- d. The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.
- e. This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

- f. The Equipment is insured in accordance with the Lease.
- g. No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.
- h. The disbursement shall occur during the Acquisition Period.
- i. The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.
- j. No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

CITY OF TUPELO, MISSISSIPPI

By: Kim Hanna  
Kim Hanna, City Clerk

Disbursement of funds from the Escrow Account  
in accordance with the foregoing Disbursement  
Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP  
as Lessor under the Lease

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## REMITTANCE AND LOCK BOX INFORMATION

Schneider Electric corporate bank is Bank of America. Below is the remittance address:

Schneider Electric Buildings Americas, Inc.  
P.O. Box 841868  
Dallas, TX 75284-1868

Overnight remittance address:  
Bank of America Lockbox Services  
Lockbox 841868  
1950 North Stemmons Freeway, Suite 5010  
Dallas, TX 75207

Wire transfer or ACH information:  
Schneider Electric Buildings Americas, Inc.  
Account# 4426558569  
(Wire) Routing# 026009593

(ACH) Routing# 111000012

SWIFT# BOFAUS3N

TO: City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

APPLICATION NO: 4

PERIOD TO: February 29, 2016

FROM: Schneider Electric Buildings Americas, Inc  
P.O. Box 951681  
Dallas, Texas 75393-1681

PROJECT # PC14P0022

APPLICATION DATE: February 29, 2016

CUSTOMER PO #: NA

PROJECT NAME/LOCATION(CITY,STATE)  
City of Tupelo/Tupelo, MS

CONTRACT DATE: October 6, 2015

## CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
CHANGE ORDERS APPROVED IN PREVIOUS MONTHS BY OWNER TOTAL	ADDITIONS	DEDUCTIONS
	0.00	
APPROVED THIS MONTH	0.00	
TOTALS:	0.00	0.00
NET CHANGE BY CHANGE ORDERS	0.00	

1. ORIGINAL CONTRACT SUM.....	\$5,306,839.00
2. NET CHANGE BY CHANGE ORDERS.....	\$0.00
3. CONTRACT SUM TO DATE.....	\$5,306,839.00
4. TOTAL COMPLETED AND STORED TO DATE.....	\$3,015,521.36
5. RETAINAGE:	
A. 10% OF COMPLETED WORK	\$258,169.03
B. 10% OF STORED MATERIAL	\$0.00
TOTAL RETAINAGE (AMT SHOULD = TOTAL COLUMN J).....	\$258,169.03
6. TOTAL EARNED LESS RETAINAGE.....	\$2,757,352.33
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$2,110,470.16
8. CURRENT PAYMENT DUE.....	\$646,882.17
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$2,549,486.67

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for payment has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due..

STATE OF: Mississippi COUNTY OF: Lee  
SUBSCRIBED AND SWORN TO BEFORE ME THIS  
DAY OF  
NOTARY PUBLIC

CONTRACTOR: Schneider Electric Buildings Americas, Inc

BY: [Signature] DATE: 3/2/16

MY COMMISSION EXPIRES:

## ARCHITECT'S CERTIFICATION FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$

ARCHITECT:

By: \_\_\_\_\_

Date: \_\_\_\_\_

[Signature]



Schneider Electric Buildings Americas, Inc

APPLICATION NUMBER: 4

APPLICATION DATE: February 29, 2016

PERIOD TO: February 29, 2016

ARCHITECT'S PROJECT NO: NA

City of Tupelo/Tupelo, MS

PROJECT # PC14P0022

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D O R E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
1	10% Mobilization	530,683.90	530,683.90	0.00	0.00	530,683.90	100.00	0.00	53,068.39
2	Taxes	185,739.00	185,739.00	0.00	0.00	185,739.00	100.00	0.00	0.00
3	Amend 1 TWL Buyout Fee	248,093.00	248,093.00	0.00	0.00	248,093.00	100.00	0.00	0.00
4			0.00						
5	Lighting Retrofit		0.00						
6	Materials on Site	285,858.30	285,858.30	0.00	0.00	285,858.30	100.00	0.00	28,585.83
7	Installation		0.00						
8	Ballard Park	18,837.49	18,837.49	0.00	0.00	18,837.49	100.00	0.00	1,883.75
9	CC Augustus Building	2,873.18	2,873.18	0.00	0.00	2,873.18	100.00	0.00	287.32
10	City Hall	34,242.28	34,242.28	0.00	0.00	34,242.28	100.00	0.00	3,424.23
11	Eastwood Park	5,676.74	5,676.74	0.00	0.00	5,676.74	100.00	0.00	567.67
12	Firestation #1	4,946.01	4,946.01	0.00	0.00	4,946.01	100.00	0.00	494.60
13	Firestation #5	2,442.06	2,442.06	0.00	0.00	2,442.06	100.00	0.00	244.21
14	Firestation #6	3,652.11	3,652.11	0.00	0.00	3,652.11	100.00	0.00	365.21
15	Gumtree Park	1,398.67	1,398.67	0.00	0.00	1,398.67	100.00	0.00	139.87
16	Haven Acres Comm Ctr	22,271.66	22,271.66	0.00	0.00	22,271.66	100.00	0.00	2,227.17
17	Lee Acres	19,249.76	19,249.76	0.00	0.00	19,249.76	100.00	0.00	1,924.98
18	Metro Fuel Exterior	7,078.16	7,078.16	0.00	0.00	7,078.16	100.00	0.00	707.82
19	Northside Boys & Girls	8,254.40	8,254.40	0.00	0.00	8,254.40	100.00	0.00	825.44
20	PAL Bldg	20,361.07	20,361.07	0.00	0.00	20,361.07	100.00	0.00	2,036.11
21	Parks Maint on Joyner	7,491.47	7,491.47	0.00	0.00	7,491.47	100.00	0.00	749.15
22	Police Academy	11,705.17	11,705.17	0.00	0.00	11,705.17	100.00	0.00	1,170.52
23	Public Works	33,066.00	33,066.00	0.00	0.00	33,066.00	100.00	0.00	3,306.60
24	Rob Leake City Park	1,799.21	1,799.21	0.00	0.00	1,799.21	100.00	0.00	179.92
25	Rockwell Center	6,467.54	6,467.54	0.00	0.00	6,467.54	100.00	0.00	646.75
26	Theron Nichols	2,176.72	2,176.72	0.00	0.00	2,176.72	100.00	0.00	217.67
27	Veterans Park	8,153.09	8,153.09	0.00	0.00	8,153.09	100.00	0.00	815.31
28	Parks and Rec Admin	2,201.77	2,201.77	0.00	0.00	2,201.77	100.00	0.00	220.18
29	Oren Dunn Museum	3,425.00	3,425.00	0.00	0.00	3,425.00	100.00	0.00	342.50
30			0.00						
31	M and V Measurements	6,112.71	3,056.36	3,056.35	0.00	6,112.71	100.00	0.00	611.27
32			0.00						
33			0.00						
34	Musco Lighting		0.00						
35	Eastwood Park		0.00						
36	Electrical Engineering	5,417.78	5,417.78	0.00	0.00	5,417.78	100.00	0.00	541.78
37	Materials	504,770.93	0.00	504,770.93	0.00	504,770.93	100.00	0.00	50,477.09
38	Installation	263,780.10	0.00	131,890.05	0.00	131,890.05	50.00	131,890.05	13,189.01
39			0.00						
40			0.00						
SUBTOTAL		2,258,225.28	1,486,617.90	639,717.33	0.00	2,126,335.23	94.16	131,890.05	169,250.35

Schneider Electric Buildings Americas, Inc

APPLICATION NUMBER: 4

APPLICATION DATE: February 29, 2016

PERIOD TO: February 29, 2016

ARCHITECT'S PROJECT NO: NA

City of Tupelo/Tupelo, MS

PROJECT # PC14P0022

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
41	Veterans Park		0.00						
42	Electrical Engineering	6,652.84	6,652.84	0.00	0.00	6,652.84	100.00	0.00	665.28
43	Materials	340,327.26	0.00	0.00	0.00	0.00	0.00	340,327.26	0.00
44	Installation	143,584.39	0.00	0.00	0.00	0.00	0.00	143,584.39	0.00
45			0.00						
46	Rob Leake City Park		0.00						
47	Electrical Engineering	4,116.86	4,116.86	0.00	0.00	4,116.86	100.00	0.00	411.69
48	Materials	59,941.41	59,941.41	0.00	0.00	59,941.41	100.00	0.00	5,994.14
49	Installation	24,701.13	23,466.07	1,235.06	0.00	24,701.13	100.00	0.00	2,470.11
50			0.00						
51	Theron Nichols Park		0.00						
52	Electrical Engineering	4,940.23	4,940.23	0.00	0.00	4,940.23	100.00	0.00	494.02
53	Materials	243,329.21	243,329.21	0.00	0.00	243,329.21	100.00	0.00	24,332.92
54	Installation	74,327.35	74,327.35	0.00	0.00	74,327.35	100.00	0.00	7,432.74
55			0.00						
56	Ballard Park		0.00						
57	Electrical Engineering	24,289.45	24,289.45	0.00	0.00	24,289.45	100.00	0.00	2,428.95
58	Materials	983,771.99	0.00	0.00	0.00	0.00	0.00	983,771.99	0.00
59	Installation	358,569.87	0.00	0.00	0.00	0.00	0.00	358,569.87	0.00
60			0.00						
61			0.00						
62	Building Envelope		0.00						
63			0.00						
64	Firehouse #6		0.00						
65	Materials	1,445.02	1,445.02	0.00	0.00	1,445.02	100.00	0.00	144.50
66	Labor	778.09	778.09	0.00	0.00	778.09	100.00	0.00	77.81
67	Firehouse #6 Garage		0.00						
68	Materials	1,659.09	1,659.09	0.00	0.00	1,659.09	100.00	0.00	165.91
69	Labor	893.36	893.36	0.00	0.00	893.36	100.00	0.00	89.34
70	Police League		0.00						
71	Materials	9,526.40	9,526.40	0.00	0.00	9,526.40	100.00	0.00	952.64
72	Labor	5,129.60	5,129.60	0.00	0.00	5,129.60	100.00	0.00	512.96
73	City Hall, COP 1		0.00						
74	Materials	1,926.69	1,926.69	0.00	0.00	1,926.69	100.00	0.00	192.67
75	Labor	1,037.45	1,037.45	0.00	0.00	1,037.45	100.00	0.00	103.75
76	Firehouse #5		0.00						
77	Materials	2,943.55	2,943.55	0.00	0.00	2,943.55	100.00	0.00	294.36
78	Labor	1,584.99	1,584.99	0.00	0.00	1,584.99	100.00	0.00	158.50
79			0.00						
80			0.00						
SUBTOTAL		2,295,476.23	467,987.66	1,235.06	0.00	469,222.72	20.44	1,826,253.51	46,922.29

Schneider Electric Buildings Americas, Inc

APPLICATION NUMBER: 4

APPLICATION DATE: February 29, 2016

PERIOD TO: February 29, 2016

ARCHITECT'S PROJECT NO: NA

City of Tupelo/Tupelo, MS

PROJECT # PC14P0022

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
81	Firehouse #5 Garage		0.00						
82	Materials	1,605.57	1,605.57	0.00	0.00	1,605.57	100.00	0.00	160.56
83	Labor	864.54	864.54	0.00	0.00	864.54	100.00	0.00	86.45
84	Public Works COP 3		0.00						
85	Materials	4,538.42	4,538.42	0.00	0.00	4,538.42	100.00	0.00	453.84
86	Labor	2,443.77	2,443.77	0.00	0.00	2,443.77	100.00	0.00	244.38
87	Public Works Garage		0.00						
88	Materials	4,880.94	4,880.94	0.00	0.00	4,880.94	100.00	0.00	488.09
89	Labor	2,628.20	2,628.20	0.00	0.00	2,628.20	100.00	0.00	262.82
90	Haven Acres		0.00						
91	Materials	3,318.19	3,318.19	0.00	0.00	3,318.19	100.00	0.00	331.82
92	Labor	1,786.72	1,786.72	0.00	0.00	1,786.72	100.00	0.00	178.67
93	Northside MultiCenter		0.00						
94	Materials	10,152.59	10,152.59	0.00	0.00	10,152.59	100.00	0.00	1,015.26
95	Labor	5,466.78	5,466.78	0.00	0.00	5,466.78	100.00	0.00	546.68
96	Vet's Park Concession Stand		0.00						
97	Materials	642.23	642.23	0.00	0.00	642.23	100.00	0.00	64.22
98	Labor	345.82	345.82	0.00	0.00	345.82	100.00	0.00	34.58
99	Firehouse #1		0.00						
100	Materials	4,238.71	4,238.71	0.00	0.00	4,238.71	100.00	0.00	423.87
101	Labor	2,282.38	2,282.38	0.00	0.00	2,282.38	100.00	0.00	228.24
102	Firehouse #1 Garage		0.00						
103	Materials	3,917.60	3,917.60	0.00	0.00	3,917.60	100.00	0.00	391.76
104	Labor	2,109.48	2,109.48	0.00	0.00	2,109.48	100.00	0.00	210.95
105	Police Academy COP 3		0.00						
106	Materials	6,716.66	6,716.66	0.00	0.00	6,716.66	100.00	0.00	671.67
107	Labor	3,616.67	3,616.67	0.00	0.00	3,616.67	100.00	0.00	361.67
108	JT Neeley Center		0.00						
109	Materials	1,257.69	1,257.69	0.00	0.00	1,257.69	100.00	0.00	125.77
110	Labor	677.21	677.21	0.00	0.00	677.21	100.00	0.00	67.72
111	Eastwood Concession Stand		0.00						
112	Materials	1,204.17	1,204.17	0.00	0.00	1,204.17	100.00	0.00	120.42
113	Labor	648.40	648.40	0.00	0.00	648.40	100.00	0.00	64.84
114	Augustus Building		0.00						
115	Materials	829.56	829.56	0.00	0.00	829.56	100.00	0.00	82.96
116	Labor	446.69	446.69	0.00	0.00	446.69	100.00	0.00	44.67
117	Lee Acres Rec Center, COP 1		0.00						
118	Materials	3,837.31	3,837.31	0.00	0.00	3,837.31	100.00	0.00	383.73
119	Labor	2,066.24	2,066.24	0.00	0.00	2,066.24	100.00	0.00	206.82
120			0.00						
SUBTOTAL		72,522.54	72,522.54	0.00	0.00	72,522.54	100.00	0.00	7,252.26

Schneider Electric Buildings Americas, Inc

APPLICATION NUMBER: 4

APPLICATION DATE: February 29, 2016

PERIOD TO: February 29, 2016

ARCHITECT'S PROJECT NO: NA

City of Tupelo/Tupelo, MS

PROJECT # PC14P0022

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D O R E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
121	Rockwell Center		0.00						
122	Materials	5,565.99	5,565.99	0.00	0.00	5,565.99	100.00	0.00	556.60
123	Labor	2,997.07	2,997.07	0.00	0.00	2,997.07	100.00	0.00	299.71
124	Jim Bain Concession Stand		0.00						
125	Materials	2,504.69	2,504.69	0.00	0.00	2,504.69	100.00	0.00	250.47
126	Labor	1,348.68	1,348.68	0.00	0.00	1,348.68	100.00	0.00	134.87
127	Park & Rec Off & Mus. COP 1		0.00						
128	Materials	2,194.28	2,194.28	0.00	0.00	2,194.28	100.00	0.00	219.43
129	Labor	1,181.54	1,181.54	0.00	0.00	1,181.54	100.00	0.00	118.15
130			0.00						
131			0.00						
132	Mechanical Replacement		0.00						
133	Engineering Design		0.00						
134	City Hall IT Room HVAC		0.00						
135	Equipment	19,405.21	0.00	0.00	0.00	0.00	0.00	19,405.21	0.00
136	Labor	29,107.81	0.00	0.00	0.00	0.00	0.00	29,107.81	0.00
137	Visitor-Convention Diffusers		0.00						
138	Equipment	1,881.13	0.00	0.00	0.00	0.00	0.00	1,881.13	0.00
139	Labor	4,389.30	0.00	0.00	0.00	0.00	0.00	4,389.30	0.00
140			0.00						
141			0.00						
142	Building Automation System		0.00						
143	Workstation	7,565.87	0.00	0.00	0.00	0.00	0.00	7,565.87	0.00
144			0.00						
145	City Hall		0.00						
146	Controls Design & Program	71,357.66	71,357.66	0.00	0.00	71,357.66	100.00	0.00	7,135.77
147	Controls Materials	35,678.83	17,839.42	17,839.41	0.00	35,678.83	100.00	0.00	3,567.88
148	Electrical Installation	84,737.22	0.00	4,236.86	0.00	4,236.86	5.00	80,500.36	423.69
149	Validation/Commissioning	31,218.97	0.00	0.00	0.00	0.00	0.00	31,218.97	0.00
150			0.00						
151	Public Works Maint Facilities		0.00						
152	Controls Design & Program	16,166.47	16,166.47	0.00	0.00	16,166.47	100.00	0.00	1,616.65
153	Controls Materials	8,083.24	8,083.24	0.00	0.00	8,083.24	100.00	0.00	808.32
154	Electrical Installation	19,197.68	3,839.54	15,358.14	0.00	19,197.68	100.00	0.00	1,919.77
155	Validation/Commissioning	7,072.83	0.00	0.00	0.00	0.00	0.00	7,072.83	0.00
156			0.00						
157			0.00						
158			0.00						
159			0.00						
160			0.00						
SUBTOTAL		351,654.47	133,078.58	37,434.41	0.00	170,512.99	48.49	181,141.48	17,051.31

Schneider Electric Buildings Americas, Inc

APPLICATION NUMBER: 4

APPLICATION DATE: February 29, 2016

PERIOD TO: February 29, 2016

ARCHITECT'S PROJECT NO: NA

City of Tupelo/Tupelo, MS

PROJECT # PC14P0022

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D O R E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
161	Haven Acres Comm Center		0.00						
162	Controls Design & Program	5,328.13	5,328.13	0.00	0.00	5,328.13	100.00	0.00	532.81
163	Controls Materials	2,664.06	1,332.03	1,332.03	0.00	2,664.06	100.00	0.00	266.41
164	Electrical Installation	6,327.15	0.00	0.00	0.00	0.00	0.00	6,327.15	0.00
165	Validation/Commissioning	2,331.05	0.00	0.00	0.00	0.00	0.00	2,331.05	0.00
166			0.00						
167	Northside Boys & Girls		0.00						
168	Controls Design & Program	3,911.20	3,911.20	0.00	0.00	3,911.20	100.00	0.00	391.12
169	Controls Materials	1,955.60	977.80	977.80	0.00	1,955.60	100.00	0.00	195.56
170	Electrical Installation	4,644.54	0.00	0.00	0.00	0.00	0.00	4,644.54	0.00
171	Validation/Commissioning	1,711.15	0.00	0.00	0.00	0.00	0.00	1,711.15	0.00
172			0.00						
173	Fire Station 1		0.00						
174	Controls Design & Program	3,747.25	3,747.25	0.00	0.00	3,747.25	100.00	0.00	374.73
175	Controls Materials	1,873.63	1,873.63	0.00	0.00	1,873.63	100.00	0.00	187.36
176	Electrical Installation	4,449.86	4,449.86	0.00	0.00	4,449.86	100.00	0.00	444.99
177	Validation/Commissioning	1,639.42	819.71	819.71	0.00	1,639.42	100.00	0.00	163.94
178			0.00						
179	Fire Station 5		0.00						
180	Controls Design & Program	2,336.18	2,336.18	0.00	0.00	2,336.18	100.00	0.00	233.62
181	Controls Materials	1,168.09	584.05	584.04	0.00	1,168.09	100.00	0.00	116.81
182	Electrical Installation	2,774.21	0.00	2,774.21	0.00	2,774.21	100.00	0.00	277.42
183	Validation/Commissioning	1,022.08	0.00	0.00	0.00	0.00	0.00	1,022.08	0.00
184			0.00						
185	Fire Station 6		0.00						
186	Controls Design & Program	3,483.77	3,483.77	0.00	0.00	3,483.77	100.00	0.00	348.38
187	Controls Materials	1,741.89	870.95	870.94	0.00	1,741.89	100.00	0.00	174.19
188	Electrical Installation	4,136.98	0.00	0.00	0.00	0.00	0.00	4,136.98	0.00
189	Validation/Commissioning	1,524.15	0.00	0.00	0.00	0.00	0.00	1,524.15	0.00
190			0.00						
191	Police Academy		0.00						
192	Controls Design & Program	8,686.02	8,686.02	0.00	0.00	8,686.02	100.00	0.00	868.60
193	Controls Materials	4,343.01	2,171.51	2,171.50	0.00	4,343.01	100.00	0.00	434.30
194	Electrical Installation	10,314.64	0.00	10,314.64	0.00	10,314.64	100.00	0.00	1,031.46
195	Validation/Commissioning	3,800.13	0.00	0.00	0.00	0.00	0.00	3,800.13	0.00
196			0.00						
197			0.00						
198			0.00						
199			0.00						
200			0.00						
SUBTOTAL		85,914.19	40,572.09	19,644.87	0.00	60,416.96	70.32	25,497.23	6,041.70

Schneider Electric Buildings Americas, Inc

APPLICATION NUMBER: 4

APPLICATION DATE: February 29, 2016

PERIOD TO: February 29, 2016

ARCHITECT'S PROJECT NO: NA

City of Tupelo/Tupelo, MS

PROJECT # PC14P0022

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
201	PAL Building		0.00						
202	Controls Design & Program	11,865.33	11,865.33	0.00	0.00	11,865.33	100.00	0.00	1,186.53
203	Controls Materials	5,932.66	2,966.33	2,966.33	0.00	5,932.66	100.00	0.00	593.27
204	Electrical Installation	14,090.07	0.00	0.00	0.00	0.00	0.00	14,090.07	0.00
205	Validation/Commissioning	5,191.08	0.00	0.00	0.00	0.00	0.00	5,191.08	0.00
206			0.00						
207	Ballard Park Baseball		0.00						
208	Controls Design & Program	11,865.33	11,865.33	0.00	0.00	11,865.33	100.00	0.00	1,186.53
209	Controls Materials	5,932.66	2,966.33	2,966.33	0.00	5,932.66	100.00	0.00	593.27
210	Electrical Installation	14,090.07	0.00	0.00	0.00	0.00	0.00	14,090.07	0.00
211	Validation/Commissioning	5,191.08	0.00	0.00	0.00	0.00	0.00	5,191.08	0.00
212			0.00						
213	Ballard Park Soccer		0.00						
214	Controls Design & Program	11,865.33	11,865.33	0.00	0.00	11,865.33	100.00	0.00	1,186.53
215	Controls Materials	5,932.66	2,966.33	2,966.33	0.00	5,932.66	100.00	0.00	593.27
216	Electrical Installation	14,090.07	0.00	0.00	0.00	0.00	0.00	14,090.07	0.00
217	Validation/Commissioning	5,191.08	0.00	0.00	0.00	0.00	0.00	5,191.08	0.00
218			0.00						
219	Ballard Park Maint & Ops		0.00						
220	Controls Design & Program	2,400.58	2,400.58	0.00	0.00	2,400.58	100.00	0.00	240.06
221	Controls Materials	1,200.29	0.00	1,200.29	0.00	1,200.29	100.00	0.00	120.03
222	Electrical Installation	2,850.69	0.00	0.00	0.00	0.00	0.00	2,850.69	0.00
223	Validation/Commissioning	1,050.26	0.00	0.00	0.00	0.00	0.00	1,050.26	0.00
224			0.00						
225	Parks & Recs Admin		0.00						
226	Controls Design & Program	2,400.58	2,400.58	0.00	0.00	2,400.58	100.00	0.00	240.06
227	Controls Materials	1,200.29	600.15	600.14	0.00	1,200.29	100.00	0.00	120.03
228	Electrical Installation	2,850.69	0.00	2,138.02	0.00	2,138.02	75.00	712.67	213.80
229	Validation/Commissioning	1,050.26	0.00	0.00	0.00	0.00	0.00	1,050.26	0.00
230			0.00						
231	Oren Dunn Museum		0.00						
232	Controls Design & Program	2,400.58	2,400.58	0.00	0.00	2,400.58	100.00	0.00	240.06
233	Controls Materials	1,200.29	600.15	600.14	0.00	1,200.29	100.00	0.00	120.03
234	Electrical Installation	2,850.69	0.00	0.00	0.00	0.00	0.00	2,850.69	0.00
235	Validation/Commissioning	1,050.26	0.00	0.00	0.00	0.00	0.00	1,050.26	0.00
236			0.00						
237			0.00						
238			0.00						
239			0.00						
240			0.00						
SUBTOTAL		133,742.88	52,897.02	13,437.58	0.00	66,334.60	49.60	67,408.28	6,633.47

Schneider Electric Buildings Americas, Inc

APPLICATION NUMBER: 4  
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 PERIOD TO: February 29, 2016  
 ARCHITECT'S PROJECT NO: NA

City of Tupelo/Tupelo, MS

PROJECT # PC14P0022

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
241	Veterans Park Concession		0.00						
242	Controls Design & Program	3,779.46	3,779.46	0.00	0.00	3,779.46	100.00	0.00	377.95
243	Controls Materials	1,889.73	944.87	944.86	0.00	1,889.73	100.00	0.00	188.97
244	Electrical Installation	4,488.10	0.00	0.00	0.00	0.00	0.00	4,488.10	0.00
245	Validation/Commissioning	1,653.51	0.00	0.00	0.00	0.00	0.00	1,653.51	0.00
246			0.00						
247	Veterans Park J T Neely Ctr		0.00						
248	Controls Design & Program	3,779.46	3,779.46	0.00	0.00	3,779.46	100.00	0.00	377.95
249	Controls Materials	1,889.73	944.87	944.86	0.00	1,889.73	100.00	0.00	188.97
250	Electrical Installation	4,488.10	0.00	0.00	0.00	0.00	0.00	4,488.10	0.00
251	Validation/Commissioning	1,653.51	0.00	0.00	0.00	0.00	0.00	1,653.51	0.00
252			0.00						
253	Eastwood Park		0.00						
254	Controls Design & Program	6,499.14	6,499.14	0.00	0.00	6,499.14	100.00	0.00	649.91
255	Controls Materials	3,249.57	1,624.79	1,624.78	0.00	3,249.57	100.00	0.00	324.96
256	Electrical Installation	7,717.73	0.00	0.00	0.00	0.00	0.00	7,717.73	0.00
257	Validation/Commissioning	2,843.37	0.00	0.00	0.00	0.00	0.00	2,843.37	0.00
258			0.00						
259	C. C. Augustus		0.00						
260	Controls Design & Program	3,640.69	3,640.69	0.00	0.00	3,640.69	100.00	0.00	364.07
261	Controls Materials	1,820.35	910.18	910.17	0.00	1,820.35	100.00	0.00	182.04
262	Electrical Installation	4,323.32	0.00	0.00	0.00	0.00	0.00	4,323.32	0.00
263	Validation/Commissioning	1,592.80	0.00	0.00	0.00	0.00	0.00	1,592.80	0.00
264			0.00						
265	Rockwell Center		0.00						
266	Controls Design & Program	5,328.13	5,328.13	0.00	0.00	5,328.13	100.00	0.00	532.81
267	Controls Materials	2,664.06	1,332.03	1,332.03	0.00	2,664.06	100.00	0.00	266.41
268	Electrical Installation	6,327.15	0.00	0.00	0.00	0.00	0.00	6,327.15	0.00
269	Validation/Commissioning	2,331.05	0.00	0.00	0.00	0.00	0.00	2,331.05	0.00
270			0.00						
271	Rob Leake Park		0.00						
272	Controls Design & Program	5,328.13	5,328.13	0.00	0.00	5,328.13	100.00	0.00	532.81
273	Controls Materials	2,664.06	1,332.03	1,332.03	0.00	2,664.06	100.00	0.00	266.41
274	Electrical Installation	6,327.15	0.00	0.00	0.00	0.00	0.00	6,327.15	0.00
275	Validation/Commissioning	2,331.05	0.00	0.00	0.00	0.00	0.00	2,331.05	0.00
276			0.00						
277			0.00						
278			0.00						
279			0.00						
280			0.00						
SUBTOTAL		88,609.35	35,443.78	7,088.73	0.00	42,532.51	48.00	46,076.84	4,253.26

Schneider Electric Buildings Americas, Inc

APPLICATION NUMBER: 4

APPLICATION DATE: February 29, 2016

PERIOD TO: February 29, 2016

ARCHITECT'S PROJECT NO: NA

City of Tupelo/Tupelo, MS

PROJECT # PC14P0022

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
241	Lee Acres Center		0.00						
242	Controls Design & Program	4,086.85	4,086.85	0.00	0.00	4,086.85	100.00	0.00	408.69
243	Controls Materials	2,043.42	1,021.71	0.00	0.00	1,021.71	50.00	1,021.71	102.17
244	Electrical Installation	4,853.13	0.00	0.00	0.00	0.00	0.00	4,853.13	0.00
245	Validation/Commissioning	1,788.00	0.00	0.00	0.00	0.00	0.00	1,788.00	0.00
246			0.00						
247	AM Strange Library		0.00						
248	Controls Design & Program	2,535.25	2,535.25	0.00	0.00	2,535.25	100.00	0.00	253.53
249	Controls Materials	1,267.63	0.00	0.00	0.00	0.00	0.00	1,267.63	0.00
250	Electrical Installation	3,010.61	0.00	0.00	0.00	0.00	0.00	3,010.61	0.00
251	Validation/Commissioning	1,109.17	0.00	0.00	0.00	0.00	0.00	1,109.17	0.00
252			0.00						
253			0.00						
254			0.00						
255			0.00						
256			0.00						
257			0.00						
258			0.00						
259			0.00						
260			0.00						
261			0.00						
262			0.00						
263			0.00						
264	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
265	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
266	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
267	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
268	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
269	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
270	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
271	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
272	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
273	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
274	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
275	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
276	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
277	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
278	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
279	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
280	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL		20,694.06	7,643.81	0.00	0.00	7,643.81	36.94	13,050.25	764.39
TOTAL		5,306,839.00	2,296,763.38	718,757.98	0.00	3,015,521.36	467.95	2,291,317.64	258,169.03



#11.6

# Memo

**To:** Distinguished Members of the City Council  
Honorable Mayor Jason Shelton

**From:** Terri Blissard

**Date:** March 9, 2016

**Re:** Approval of Bid Selection for Theron Nichols Splash Pad Project

---

Please find attached a bid tabulation and bid award recommendation for the Theron Nichols splash pad, which is funded in part by a Land & Water Conservation Fund Grant.

CIG Contractors, Inc., provided the lowest bid for construction of the splash pad and is therefore recommended for the project.

A full contract will be provided at a later date.

**TUPELO OFFICE:**

P.O. Box 7066  
1150 South Green Street, Suite F  
Tupelo, MS 38802-7066  
Phone: (662)840-8062  
Fax: (662)840-8092



ROGER A. PRYOR, AIA  
JOHN C. MORROW, AIA  
RUD B. ROBISON, JR., AIA  
WILLIAM V. DEXTER, JR., AIA  
COREY D. RAVENHORST, P.E.  
J. GUADALUPE ARELLANO, AIA  
MICHAEL W. TAYLOR, AIA

March 10, 2016

Mr. Alex Farned  
Director  
Tupelo Department of Parks and Recreation  
P.O. Box 3608  
Tupelo, MS 38803-3608

Re: The City of Tupelo  
Theron Nichols Splash Pad  
Tupelo, Mississippi  
Pryor & Morrow Project Number 2015504

Dear Mr. Farned:

Bids for the Theron Nichols splash pad were opened after 10:00 a.m. today, Thursday, March 10, 2016. Bids were received from the following three (3) general contractors:

- C I G Contractors, Inc., of Corinth, Mississippi
- Prairie Construction, LLC, of Tupelo, Mississippi
- Stewart Environmental Construction, Inc., of Tupelo, Mississippi

Enclosed is the certified bid tabulation form indicating the results of the bid opening. Also enclosed is a list of the thirteen (13) additive alternates and their accompanying descriptions.

The lowest base bid was offered by CIG Contractors, Inc., and is in the amount of \$318,500. This base bid represents the work associated with the main splash pad, Splash Pad "A."

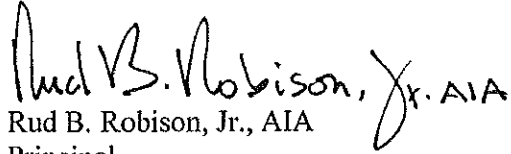
After the bid opening, you and I discussed the thirteen (13) additive alternates. We are in agreement that Alternate Numbers 1-10 and Alternate Number 13 should be awarded to C I G Contractors, as well as the base bid. We agree that Alternate Numbers 11 and 12 should not be awarded.

C I G's base bid plus Alternate Numbers 1-10 and 13 totals \$481,500. If funds are available, I recommend that the base bid, as well as Alternate Numbers 1-10 and 13, be awarded to C I G Contractors. I will be glad to meet and discuss the bid results and the award process with you, Mr. Lewis, the city council, and any other parties you deem appropriate.

C O L U M B U S • T U P E L O  
www.pryor-morrow.com

We appreciate the opportunity to provide The City of Tupelo with professional design services.  
Please feel free to contact me as you deem necessary.

Sincerely,

  
Rud B. Robison, Jr., AIA  
Principal

RBR/krs

Enclosures

cc: Mr. Don Lewis, Chief Operations Officer, The City of Tupelo  
Mrs. Kim Hanna, Chief Financial Officer/City Clerk, The City of Tupelo  
Mrs. Terri Blissard, Grant Administrator, The City of Tupelo  
Mr. Ben Logan, City Attorney, The City of Tupelo

# BID TABULATION FORM

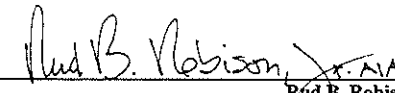
The City of Tupelo  
Theron Nichols Splash Pad  
Tupelo, Mississippi  
Pryor & Morrow Project Number 2015504

Date: Thursday, March 10, 2016  
Time: 10:00 a.m.  
Location: Chambers of the Tupelo City Council  
City Hall, 2<sup>nd</sup> Floor  
71 East Troy Street  
Tupelo, Mississippi 38804

BIDDER CERTIFICATE OF RESPONSIBILITY # BID BOND	ADDENDA			BASE BID	ALTERNATES (additive)												
	#1	#2	#3		#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#13
C I G Contractors, Inc. # 02738-MC 5% Travelers Casualty and Surety Company of America	✓	✓	✓	\$318,500.00	\$95,200.00	\$9,800.00	\$6,000.00	\$9,800.00	\$6,000.00	\$14,700.00	\$5,500.00	\$5,900.00	\$4,200.00	\$1,900.00	\$10,000.00	\$4,400.00	\$4,000.00
Prairie Construction, LLC # 11768-MC 5% North American Specialty Insurance Company	✓	✓	✓	\$328,000.00	\$65,000.00	\$14,000.00	\$10,000.00	\$14,000.00	\$10,000.00	\$25,000.00	\$8,000.00	\$9,000.00	\$4,000.00	\$3,000.00	\$10,000.00	\$5,000.00	\$4,000.00
Stewart Environmental Construction, Inc. # 12080-SC 5% The Ohio Casualty Insurance Company	✓	✓	✓	\$469,942.67 DEDUCT \$98,500.00	\$128,260.50 DEDUCT \$24,350.00	\$13,750.00	\$8,625.00	\$13,750.00	\$8,625.00	\$28,500.00	\$13,750.00	\$9,500.00	\$24,625.00	\$15,500.00	\$18,250.00	\$6,625.00	\$4,450.00

PRYOR & MORROW ARCHITECTS AND ENGINEERS, P.A.  
Post Office Box 7066  
1150 South Green Street, Building 1, Suite F (38804)  
Tupelo, Mississippi 38802-7066

The above bids were opened on Thursday, March 10, 2016, and, to the best of our knowledge, are correct as entered above.

  
Rud B. Robison, Jr., AIA  
Principal

**SECTION 01230**  
**ALTERNATES**

**PART 1 - GENERAL**

**1.01 PROCEDURES**

- A. Purpose: To enable the Owner to consider alternative levels of construction and to compare costs with the possibility of adjusting the level of quality and/or adding to or subtracting from the scope of work of the project in such a manner that the Owner receives the project most beneficial to the Owner for the available funds.
- B. Acceptance or rejection of any alternate is at the sole discretion of the Owner.
- C. Accepted alternates shall become a part of the Owner-Contractor Agreement.

**1.02 SCHEDULE OF ALTERNATES**

- A. Alternate No. 1 (additive): Splash Pad "B."
- B. Alternate No. 2 (additive): Three Bells No. 1 (VOR-7372) at Splash Pad "A."
- C. Alternate No. 3 (additive): Spray Cannon (VOR-0201) at Splash Pad "A."
- D. Alternate No. 4 (additive): Three Bells No. 1 (VOR-7372) at Splash Pad "A."
- E. Alternate No. 5 (additive): Spray Cannon (VOR-0201) at Splash Pad "A."
- F. Alternate No. 6 (additive): New asphalt parking and sidewalks.
- G. Alternate No. 7 (additive): Frog No. 2 (VOR-7201) at Splash Pad "B."
- H. Alternate No. 8 (additive): Snail No. 4 (VOR-7217) at Splash Pad "B."
- I. Alternate No. 9 (additive): Coloration of the concrete in the Base Bid (Splash Pad "A").
- J. Alternate No. 10 (additive): Coloration of the concrete in Alternate No. 1 (Splash Pad "B").
- K. Alternate No. 11 (additive): Coloration of the concrete and brick stamp pattern.
- L. Alternate No. 12 (additive): Brick columns.
- M. Alternate No. 13 (additive): Wood fence.

**END OF SECTION**

#n.7.

# Memo

**To:** Distinguished Members of the City Council  
Honorable Mayor Jason Shelton

**From:** Terri Blissard

**Date:** March 10, 2016

**Re:** Approval of Construction Contract for Theron Nichols Safe Room

---

Please find attached for your approval a contract between the City of Tupelo and CIG Contractors, Inc., for the construction of a safe room at Theron Nichols Park. CIG was awarded the bid at a previous council meeting, and this contract is a follow-up to that council action.

The safe room project is funded in part by a mitigation grant from FEMA. The City's match for the project is ten percent of the total project cost.

Please be aware that we are currently in the process of submitting additional information to FEMA for approval, and as a result, we are not yet ready to issue a notice to proceed to the contractor, so construction will not begin immediately.



# Document A101™ – 2007

## ***Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum***

AGREEMENT made as of the Eighteenth day of February in the year Two Thousand Sixteen

**BETWEEN** the Owner:

City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

Telephone Number: 662-841-6513  
Fax Number: 662-840-2075

and the Contractor:

CIG Contractors, Inc.  
2072 South Tate Street  
Corinth, MS 38834

Telephone Number: 662-287-8079  
Fax Number: 662-287-4789

for the following Project:

City of Tupelo, Theron Nichols Community Safe Room, Tupelo, Mississippi (1377PR)  
PN 14048.00

The Architect:

JBHM Architects, PA  
105 Court Street  
Tupelo, MS 38804

Telephone Number: 662-844-1822  
Fax Number: 662-844-0971

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1866617393)

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

The commencement date will be fixed in a Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One Hundred Eighty (180) days from the date of commencement, or as follows:

*(Paragraph deleted)*

The entire Work shall be completed in One Hundred Eighty (180) days subject to the terms and conditions of the Contract.

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## Portion of Work

## Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Paragraph deleted)*

Liquidated damages will be assessed for each calendar day thereafter as follows: \$500.00 per calendar day.

### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million, Two Hundred Four Thousand, Five Hundred Dollars and Zero Cents (\$ 1,204,500.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

No alternates were accepted.

The contract sum includes the cost of the FEMA required generator at \$66,422.00. This generator cost is contingent upon FEMA's approval to match the funding. If not approved, the generator cost will be taken out of the contract amount via change order.

The following items have been selected to be eliminated from the original scope of work. The result of the change does not affect compliance to FEMA requirements.

Deduct for the removal of chain link construction temporary fence and replace with orange temporary fence  
-\$2,300.00

Deduct for a change in sidewalk to 4' sidewalks  
-\$1,200.00

Deduct for a change going to stand alone, programmable thermostats  
-\$14,000.00

§ 4.3 Unit prices, if any:

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A		

§ 4.4 Allowances included in the Contract Sum, if any:

*(Paragraph deleted)*

Item	Price
N/A	

### ARTICLE 5 PAYMENTS

#### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Per Paragraph 9.6 of Supplementary Conditions

§ 5.1.3 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract

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Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.5 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent ( 5.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent ( 5.00 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.6 The progress payment amount determined in accordance with Section 5.1.5 shall be further modified under the following circumstances:

- .1  
(Paragraphs deleted)  
Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.7 Reduction or limitation of retainage, if any, shall be as follows:

(Paragraphs deleted)

Once the work is at least fifty percent (50%) complete, on schedule and satisfactory in the Architect's and the Owner's opinion, fifty percent (50%) of the retainage held to date shall be returned to the contractor for the distribution to the appropriate subcontractors and suppliers and retainage thereafter shall be withheld at the rate of two and one-half percent (2.50%). Contractor shall obtain and provide to the Architect a Partial Release of Retainage Certificate from Surety before requesting reduction in retainage.

§ 5.1.8

(Paragraphs deleted)

Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

(Paragraph deleted)

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

Init.

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(Paragraphs deleted)*

### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Paragraph deleted)*

The applicable rate of interest according to Mississippi law.

§ 8.3 The Owner's representative:

Jason Shelton  
71 East Troy Street  
Tupelo, MS 38804

Telephone Number: 662-841-6513

Fax Number: 662-840-2075

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(1866617393)

Email Address: jason.shelton@tupeloms.gov

§ 8.4 The Contractor's representative:

Randall Godwin, President  
CIG Contractors, Inc.  
2072 South Tate Street  
Corinth, MS 38834

Telephone Number: 662-287-8079

Fax Number: 662-287-4789

rgodwincig@comcast.net

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

N/A

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 00 22 13	Supplementary Conditions	05/04/2015	20

§ 9.1.4 The Specifications:

City of Tupelo, Theron Nichols FEMA 361 Community Safe Room, Tupelo, Mississippi

Section	Title	Date	Pages
Specifications		05/04/2015	All inclusive through Division 32 92 00, Page 32 92 00 - 12

§ 9.1.5 The Drawings:

City of Tupelo, Theron Nichols Community Safe Room, Tupelo, MS

Number	Title	Date
A000	Cover and Index	05/04/2015
A001	General Information	05/04/2015
A002	Construction Types	05/04/2015
C001	Survey	05/04/2015
L100	Site Demolition	05/04/2015

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L200	Site Plan	05/04/2015
L201	Site Details	05/04/2015
L300	Grading Plan	05/04/2015
A200	Floor Plan & RCP	05/04/2015
A201	Interior Elevations, Schedules & Details	05/04/2015
A300	Exterior Elevations	05/04/2015
A400	Building Sections	05/04/2015
A401	Wall Sections	05/04/2015
S001	Structural Notes and Drawing Index	05/04/2015
S002	Structural Quality Assurance Plan	05/04/2015
S003	Components and Cladding - Roof and Wall Wind Pressure Diagrams	05/04/2015
S200	Foundation Plan	05/04/2015
S201	Mechanical Platform Framing Plan	05/04/2015
S202	Roof Reinforcing Layout Plan	05/04/2015
S301	Section and Details	05/04/2015
S302	Section and Details	05/04/2015
S303	Dome Roof Shape Diagrams	05/04/2015
S310	Building Through Sections	05/04/2015
S401	Typical Sections and Details	05/04/2015
P001	Legend, Notes, Schedule - Plumbing	05/04/2015
P100	Site Plan - Plumbing	05/04/2015
P101	Floor Plan - Plumbing	05/04/2015
P102	Floor Plan - Plumbing	05/04/2015
P201	Details - Plumbing	05/04/2015
M001	Abbreviations, Symbols, Notes, Schedules - Mechanical	05/04/2015
M101	Floor Plan - Mechanical	05/04/2015
M201	Details - Mechanical	05/04/2015
E001	Legend & Schedules - Electrical	05/04/2015
E002	One Line Diagram - Electrical	05/04/2015
E201	Floor Plan - Lighting - Electrical	05/04/2015
E301	Floor Plan - Power, Communication, & Fire Alarm - Electrical	05/04/2015

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum 1	11/4/2015	2, plus attachments
Addendum 2	11/6/2015	2, plus attachments
Addendum 3	11/16/2015	2, plus attachments

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

- .2 Other documents, if any, listed below:  
(Paragraph deleted)

Mandatory Addendum to All City of Tupelo Contracts, June 2015

Init.

#### ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of insurance or bond	Limit of liability or bond amount
Certificate of Insurance	See General Conditions and Supplementary Conditions, Article 11 for limits of liability
Payment Bond	Full amount of Contract Sum or as required by law
Performance Bond	Full amount of Contract Sum or as required by law

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER *(Signature)*

\_\_\_\_\_  
Jason Shelton, Mayor  
*(Printed name and title)*

\_\_\_\_\_  
CONTRACTOR *(Signature)*

\_\_\_\_\_  
Randall Godwin, President  
*(Printed name and title)*

Mandatory Addendum to  
All City of Tupelo Contracts  
June 2015

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.  
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.  
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11<sup>th</sup>) Amendment immunity.  
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.  
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not agree to situs of jurisdiction or venue of suits being other than Lee County, Mississippi or the Northern District of Mississippi, United States District Court.  
Miss. Code Anno. 11-45-25.
8. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.  
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9. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.  
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
10. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.  
Miss. Code Anno. 11-45-25.
11. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.  
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
12. TUPELO does not agree to submit to binding arbitration.  
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
13. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.  
Miss. Code Ann. § 31-7-305.
14. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.  
Miss. Code Anno. § 25-61-9 (7).
15. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.  
Miss. Code Anno. § 25-61-9 (1).
16. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to:



(a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

Miss. Code Anno. § 25-61-9 (6).

17. In compliance with the Mississippi Accountability and Transparency Act of 2008, all payments made by TUPELO will be posted on a public website. The information posted will include: the date of payment, vendor name, vendor's city and state and the payment amount. The release of any such information supersedes any applicable non-disclosure or confidentiality obligations of TUPELO.

Miss. Code Ann. §§ 27-104-151 to 159.

18. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act.

Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.

19. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.

MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002)).

20. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.

Miss. Code Anno. 21-27-1

21. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.

MS AG Ops. 2012-00013

# 1.8

# Memo

**To:** Distinguished Members of the City Council  
Honorable Mayor Jason Shelton

**From:** Terri Blissard

**Date:** March 10, 2016

**Re:** Approval of Construction Contract for Lee Acres Safe Room

---

Please find attached for your approval a contract between the City of Tupelo and Century Construction for the construction of a safe room at Lee Acres Park. Century was awarded the bid at a previous council meeting, and this contract is a follow-up to that council action.

The safe room project is funded in part by a mitigation grant from FEMA. The City's match for the project is ten percent of the total project cost.

Please be aware that we are currently in the process of submitting additional information to FEMA for approval, and as a result, we are not yet ready to issue a notice to proceed to the contractor, so construction will not begin immediately.



# Document A101™ – 2007

## ***Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum***

AGREEMENT made as of the Eighteenth day of February in the year Two Thousand Sixteen

**BETWEEN the Owner:**

City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

Telephone Number: 662-841-6513  
Fax Number: 662-840-2075

**and the Contractor:**

Century Construction and Realty, Inc.  
705 Robert E. Lee Drive (PO Box 1366 - 38802)  
Tupelo, MS 38804

Telephone Number: (662) 844-3331  
Fax Number: (662) 842-7059

**for the following Project:**

City of Tupelo, Lee Acres FEMA 361 Community Safe Room, Tupelo, Mississippi  
(1378PR) PN 14049.00

**The Architect:**

JBHM Architects, PA  
105 Court Street  
Tupelo, MS 38804

Telephone Number: 662-844-1822  
Fax Number: 662-844-0971

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

The commencement date will be fixed in a Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One Hundred Eighty (180) days from the date of commencement, or as follows:

*(Paragraph deleted)*

The entire Work shall be completed in One Hundred Eighty (180) days subject to the terms and conditions of the Contract.

Portion of Work

Substantial Completion Date

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User Notes:

(1128679279)

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
(Paragraph deleted)

Liquidated damages will be assessed for each calendar day thereafter as follows: \$500.00 per calendar day.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million, Two Hundred Fifteen Thousand Dollars and Zero Cents (\$1,215,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

No alternates were accepted.

The contract sum includes the cost of the FEMA required generator at \$65,040. This generator cost is contingent upon FEMA's approval to match the funding. If not approved, the generator cost will be taken out of the contract amount via change order.

The following item has been selected to be eliminated from the original scope of work. The result of the change does not affect compliance to FEMA requirements.

Remove the Schneider Electric controls and use a simple thermostat - \$18,000.00

§ 4.3 Unit prices, if any:  
(Paragraph deleted)

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A		

§ 4.4 Allowances included in the Contract Sum, if any:  
(Paragraph deleted)

Item	Price
N/A	

#### ARTICLE 5 PAYMENTS

##### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Per Paragraph 9.6 of Supplementary Conditions

§ 5.1.3 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

Init.

§ 5.1.5 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent ( 5.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent ( 5.00 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.6 The progress payment amount determined in accordance with Section 5.1.5 shall be further modified under the following circumstances:

.1

*(Paragraphs deleted)*

Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.7 Reduction or limitation of retainage, if any, shall be as follows:

*(Paragraphs deleted)*

Once the work is at least fifty percent (50%) complete, on schedule and satisfactory in the Architect's and the Owner's opinion, fifty percent (50%) of the retainage held to date shall be returned to the contractor for the distribution to the appropriate subcontractors and suppliers and retainage thereafter shall be withheld at the rate of two and one-half percent (2.50%). Contractor shall obtain and provide to the Architect a Partial Release of Retainage Certificate from Surety before requesting reduction in retainage.

§ 5.1.8

*(Paragraphs deleted)*

Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

*(Paragraph deleted)*

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Init.

N/A

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(Paragraphs deleted)*

### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Paragraph deleted)*

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Paragraph deleted)*

The applicable rate of interest according to Mississippi law.

§ 8.3 The Owner's representative:

Jason Shelton  
71 East Troy Street  
Tupelo, MS 38804

Telephone Number: 662-841-6513

Fax Number: 662-840-2075

Email Address: jason.shelton@tupeloms.gov

§ 8.4 The Contractor's representative:

Colin Maloney  
705 Robert E. Lee Drive  
Tupelo, MS 38804

Telephone Number: 662-844-3331

Fax Number: 662-842-7059

Init.

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User Notes:

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Email Address: colin@centurycr.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 00 22 13	Supplementary Conditions	05/04/2015	20

§ 9.1.4 The Specifications:

City of Tupelo, Lee Acres FEMA 361 Community Safe Room, Tupelo, Mississippi

Section	Title	Date	Pages
Specifications		05/04/2015	All inclusive through Division 33 41 00, Page 33 41 00 - 6

§ 9.1.5 The Drawings:

City of Tupelo, Lee Acres Community Safe Room, Tupelo, MS

Number	Title	Date
A000	Cover	05/04/2015
A001	General Information	05/04/2015
A002	Construction Types	05/04/2015
C001	Survey	05/04/2015
L100	Site Demolition Plan	05/04/2015
L200	Site Plan	05/04/2015
L300	Grading Plan	05/04/2015
A200	Floor Plan & RCP	05/04/2015
A201	Interior Elevations, Schedules & Details	05/04/2015
A300	Exterior Elevations	05/04/2015
A400	Building Sections	05/04/2015
A401	Wall Sections	05/04/2015
S001	Structural Notes and Drawing Index	05/04/2015
S002	Structural Quality Assurance Plan	05/04/2015
S003	Components and Cladding - Roof and Wall Wind Pressure Diagrams	05/04/2015
S200	Foundation Plan	05/04/2015
S201	Mechanical Platform Framing Plan	05/04/2015

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S202	Roof Reinforcing Layout Plan	05/04/2015
S301	Section and Details	05/04/2015
S302	Section and Details	05/04/2015
S303	Dome Roof Shape Diagrams	05/04/2015
S310	Building Through Sections	05/04/2015
S401	Typical Sections and Details	05/04/2015
P001	Legend, Notes, Schedule - Plumbing	05/04/2015
P100	Site Plan - Plumbing	05/04/2015
P101	Floor Plan - D.W.V. Plumbing	05/04/2015
P102	Floor Plan - Water Plumbing	05/04/2015
P201	Details - Plumbing	05/04/2015
M001	Abbreviations, Symbols, Notes, Schedules - Mechanical	05/04/2015
M101	Floor Plan - Mechanical	05/04/2015
M201	Details - Mechanical	05/04/2015
E001	Legend & Schedules - Electrical	05/04/2015
E002	One Line Diagram - Electrical	05/04/2015
E201	Floor Plan - Lighting - Electrical	05/04/2015
E301	Floor Plan - Power, Communication, & Fire Alarm - Electrical	05/04/2015

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum 1	11/4/2015	2, plus attachments
Addendum 2	11/6/2015	2, plus attachments
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Mandatory Addendum to All City of Tupelo Contracts, June 2015

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Payment Bond	Full Contract Sum or as required by law
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Init.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

Jason Shelton, Mayor  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

Colin Maloney, President  
*(Printed name and title)*

Init.

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Mandatory Addendum to  
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U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
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Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).

9. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.  
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
10. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.  
Miss. Code Anno. 11-45-25.
11. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.  
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
12. TUPELO does not agree to submit to binding arbitration.  
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
13. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.  
Miss. Code Ann. § 31-7-305.
14. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.  
Miss. Code Anno. § 25-61-9 (7).
15. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.  
Miss. Code Anno. § 25-61-9 (1).
16. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to:

(a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

Miss. Code Anno. § 25-61-9 (6).

17. In compliance with the Mississippi Accountability and Transparency Act of 2008, all payments made by TUPELO will be posted on a public website. The information posted will include: the date of payment, vendor name, vendor's city and state and the payment amount. The release of any such information supersedes any applicable non-disclosure or confidentiality obligations of TUPELO.

Miss. Code Ann. §§ 27-104-151 to 159.

18. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act.

Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.

19. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.

MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002)).

20. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.

Miss. Code Anno. 21-27-1

21. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.

MS AG Ops. 2012-00013

#1.9

# Memorandum

Department of Planning and Community Development  
City Engineer

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Date: March 10, 2016

To: Glenda Muse

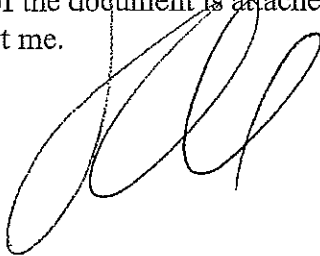
From: John Crawley, PE, City Engineer

Subject: West Jackson Street Development Area 1  
Executed Contract Documents

Ms. Glenda,

Please add this item to the council agenda for ratification at their next meeting on March 15, 2016. A copy of the document is attached. Should you or any council members have any questions feel free to contact me.

John



Contract on file in Council  
Clerk's Office for review.  
Glenda

# 7.10

# MEMO

**TO:** Mayor, City Council members

**FROM:** Pat Falkner

**DATE:** March 10, 2016

**RE:** Routine agenda item: Minutes of February 22, 2016  
Planning Committee meeting

Attached are the minutes of the special Planning Committee meeting of February 22, 2016.

Major Subdivision MJ16-01, Big Oaks Phase III.

**APPROVED**

## **TUPELO PLANNING COMMITTEE**

**February 22, 2016**

### **CALL TO ORDER**

Vice Chairman William Smith called the meeting to order, provided the invocation and led the Pledge of Allegiance. Members present were Mr. Jim Goodwin, Ms. Doris Jean Pittman, Mr. Rud Robison, Mr. Bill Smith, Mr. Gus Hildenbrand, Mr. Ted Moll, and Mr. Scott Davis. Staff present were Pat Falkner and Marilyn Vail.

### **REVIEW OF JANUARY MINUTES**

The minutes were approved on a motion by Mr. Hildenbrand and a second by Ms. Pittman.

### **REPORT ON COUNCIL ACTIONS**

Mr. Falkner reported that the minutes from January 4 had been approved by the City Council at their January 19 meeting.

### **NEW BUSINESS**

#### **MAJOR SUBDIVISION 16-01:**

Mr. Smith recognized Mr. Falkner who presented the staff report on the application. He explained that the city's policy for subdivisions taken in by annexation had been to allow them to continue to build according to their established development plans. In this case, the development had changed hands, but the new owner provided a copy of a revised plan for the area proposed for approval which showed 33 lots comparable in size to the 'garden homes' located in the south section of Big Oaks along Mosseycup Drive. This revised plan was accepted as the general basis for review of the project rather than applying the standards of the current zoning, Low Density Residential. However, one specific provision of the Development Code was applied. This was code section 6.3.5 (3) which states that where new residential construction adjoins existing single family property, the new lots which are contiguous must be a minimum of 75% of the size of the existing lots. The applicant was notified of this requirement and asked to modify the originally submitted plat so that the average size of the contiguous lots met the standard of 75% of the average size of the existing lots. The revision resulted in the reduction of the number of lots from 33 to 27.

The chair recognized the applicant Mitchell Scruggs of County Road 811. Mr. Scruggs explained that his intention was to build 27 high end homes on smaller lots, noting that there is a need for more housing of this size especially for older buyers. He offered to answer questions from the residents at the meeting.



George Rutledge of 3446 Mosseycup Drive asked if the new phase would have covenants and bylaws. Mr. Scruggs said that it would, although these had not been drafted yet.

Mr. Rutledge asked why the setbacks were different from those required in the Low Density Residential district. He also noted that street parking was a problem on Mosseycup Drive.

Mr. Rutledge asked if the development would have a fence. Mr. Scruggs said that a fence would be installed along the back line of the lots that adjoin existing property. He also followed up on the question of covenants, stating that the covenants used would be equal to or stronger than the existing Big Oaks covenants.

Mr. Rutledge stated that the interior lots and those on the North Veterans Boulevard side were smaller than what he thought the development plan called for. Mr. Scruggs said that the smallest lot in the new area was larger than some in the existing neighborhood.

Amaline Rutledge of 3383 Mosseycup Drive asked the difference between 'garden home' and 'zero lot line home'.

Mr. Scruggs noted that some people had issues or negative perceptions about zero lot line houses but that he would not be building for low price points.

Mr. Rutledge asked if he would be willing to let residents consult on the covenants; Mr. Scruggs said that he would be glad to.

Mr. Rutledge asked about the water line serving the development. The chair recognized Johnny Timmons, Director of Tupelo Water and Light Department, who explained that the city had installed the water line as part of the process of supplying the newly annexed areas with water service capable of supporting fire protection. The system is designed as a series of loops to maintain better pressure and water quality. He said that the line in this area had originally been designed to follow North Veterans Boulevard, but that when the city heard Mr. Scruggs' plan to develop the new phase of Big Oaks, they agreed to relocate the line through the area to be developed in order not to have a duplicate section of line to maintain.

Mr. Bob Coon of 3628 Big Oaks Boulevard stated that he had been told several times by realtors that future development would match the existing house and lot sizes, and that he had been shown a layout of the area showing 12 to 14 lots. He said that he thought Mr. Scruggs would do a good development but was not in favor of 33 lots.

Mr. Rutledge spoke again, asking if Laurel Oaks Drive would be paved as part of the project. Mr. Falkner responded saying that it was not part of the property being developed and was already accepted as a city street.

Wallace Davis of 3664 Big Oaks Boulevard spoke, noting that his property adjoined the are being developed and that he had been there ten years. He was not objecting but asking for clarification about the opportunity to review proposed covenants and the location and materials of the proposed fence. Mr. Scruggs answered that the fence would be a typical 6 foot wood fence located on his property near but not on the rear lot line.

Mr. Falkner noted that the setbacks proposed in the project were 25 in front, 5 on the sides and 20 in the rear.

Mr. Davis noted that these were not consistent with the setbacks in the existing neighborhood, and also asked about how much space would be required for maintenance of utilities. Mr. Scruggs answered that the fence would not be located on required utility easements. He also stated that the homes would be in the 1300 to 2000 square foot range.

Mr. Harvey Clements of 3347 Mosseycup asked about the price range of the houses, and said that using the same covenants as the existing neighborhood would be preferable. Mr. Scruggs said that the homes would be over \$100 per square foot.

Mr. Goodwin observed that the committee's decision on the subdivision had to be independent of the question about the content of the covenants.

Mike Horton, 3675 Big Oaks Boulevard, asked if the plan was to sell lots or build all the houses. Mr. Scruggs stated that he intended to build all the houses with his own crews.

Mr. Davis spoke again, noting that his covenant stated that the minimum lot size in the smallest group of homes is 1600 square feet, and that this provision is intended to protect equity in existing homes.

Mr. Coon said that the houses in his area ranged around 3000 square feet.

There being no further comments, Mr. Smith closed the public portion of the meeting. He asked if the staff had received calls on the application. Mr. Falkner said that he had, some expressing opposition and others asking for information.

Mr. Robison said that it appeared that there was some potential for discussion and clarification about setbacks and covenant language.

Mr. Goodwin stated that the development looked good, that he understood the city policy on 'grandfathered' developments, but that the contiguous lots ought to meet the 1/3 acre minimum lot size for the zoning district, with ten foot side setbacks. He suggested that lots 1 through 6 and 13 through nineteen be increased to meet these standards. Mr. Scruggs said that he did not see a problem with making this change.

Mr. Rutledge and a resident who did not identify himself said that the suggestion was good but that they wanted some attention to the minimum house size requirement. Mr. Scruggs said that he would be okay with 1600 square feet but that the lots were not suitable for large homes and that there is no market for larger homes. He observed that the existing garden homes in Big Oaks do not hurt the value of the larger homes.

Mr. Goodwin made the motion to approve the subdivision with three conditions as follows: that lots 1-6 and 13-19 be a minimum of 1/3 acre, that they have a ten foot side

setback, and that the covenants on these lots specify a minimum 1600 square foot house. The other lots would be approved as submitted. Mr. Davis seconded the motion.

Mr. Robison asked if the 1600 square foot number referred to heated and cooled area. Mr. Hildebrand says that the 75% lot size standard should apply to the houses, and that the minimum size for the adjoining lots should be 2000 square feet.

Mr. Smith asked Mr. Falkner to clarify how the 75% was calculated. Mr. Falkner stated that the area of the lots in each group was averaged and the average of the new lots was required to be 75% of the average area of the existing lots.

Mr. Robison, Mr. Moll, Mr. Smith, Mr. Davis, and Mr. Goodwin voted in favor of the motion. Mr. Hildebrand voted no and Mrs. Pittman abstained. The motion passed.

Mr. Falkner reported that there were no applications pending for a March meeting.

Mr. Goodwin made a motion to adjourn, seconded by Mr. Robison, with all voting in favor.

PRELIMINARY SUBDIVISION PLAT  
FOR  
BIG OAKS SUBDIVISION, PHASE III  
CITY OF TUPELO, LEE COUNTY MISSISSIPPI

SCALE: 1"= 80'  
FILE: BIG OAKS SUBD PHASE 3  
DATE: 2/29/2016

NOTE: BEARINGS ARE BASED ON SOLAR OBSERVATION

GENERAL EASEMENTS:  
ALL LOTS ARE SUBJECT TO A GENERAL UTILITY AND DRAINAGE  
EXCEPT AS NOTED ON PLAT.

15 FEET - FRONT  
15 FEET - REAR  
5 FEET - SIDES (LOTS 7-11 AND 19-26)  
10 FEET - SIDES (LOTS 1-6 AND 12-18)

BUILDING SETBACKS FOR THIS PLAT.

25 FEET - FRONT  
20 FEET - REAR  
5 FEET - SIDES

LEGEND

— BOUNDARY  
- - - BUILDING SETBACKS  
- - - UTILITY & DRAINAGE EASEMENTS  
- - - EXISTING PAVEMENT  
- - - PROPOSED CURB & GUTTER

NOTE:  
THIS IS TO CERTIFY THAT THIS PROPERTY IS NOT LOCATED IN A  
HUD IDENTIFIED SPECIAL FLOOD HAZARD AREA, BEING IN ZONE "X"  
ACCORDING TO FIA MAP NO. 280100-0166-E, DATED 2/03/10.

CITY ZONING

LOW-DENSITY RESIDENTIAL DISTRICT (LDR)	
MINIMUM/MAXIMUM LOT SIZE	.33 ACRES- 1 ACRE
MINIMUM/MAXIMUM WIDTH	90 FEET MINIMUM/ NO MAXIMUM
MINIMUM/MAXIMUM FRONT SETBACK	20-50 FEET
MINIMUM/MAXIMUM SIDE SETBACK	10 FEET/NO MAXIMUM
MINIMUM/MAXIMUM REAR SETBACK	10 FEET/ NO MAXIMUM
MAXIMUM HEIGHT	2 STORIES
MINIMUM/MAXIMUM DENSITY	1 DOWLING UNIT/ACRE MINIMUM
OPEN SPACE REQUIREMENT	15%

TOTAL AREA SUBDIVISION  
10.48 ACRES

TOTAL NUMBER LOTS IN SUBDIVISION  
26 EACH

RONALD J. RAGLAND  
P.O. BOX 1485  
SALTILLO, MS. 38866 (662) 401-1799

REGISTERED PROFESSIONAL LAND SURVEYOR  
MS P.L.S. 1602

LOT NO.	LOT AREA SQ.FT.	LOT AREA ACRES	BUILDING AREA SQ.FT.
LOT 1	25,634.61	0.59	16,011.04
LOT 2	15,290.41	0.35	8,467.73
LOT 3	14,533.02	0.33	7,867.11
LOT 4	14,525.94	0.33	7,762.27
LOT 5	14,573.73	0.33	7,262.57
LOT 6	19,755.98	0.45	12,253.34
LOT 7	9,925.08	0.23	4,854.98
LOT 8	11,240.73	0.26	4,668.80
LOT 9	13,758.97	0.32	7,443.14
LOT 10	12,180.29	0.28	7,387.38
LOT 11	13,147.61	0.30	8,166.74
LOT 12	14,785.01	0.34	8,064.96
LOT 13	14,522.78	0.33	7,165.01
LOT 14	14,552.47	0.33	7,701.69
LOT 15	14,525.73	0.33	7,710.24
LOT 16	14,520.44	0.33	7,510.94
LOT 17	14,550.40	0.33	7,753.34
LOT 18	16,481.75	0.38	9,080.16
LOT 19	16,406.45	0.38	8,535.72
LOT 20	9,310.83	0.21	5,041.50
LOT 21	8,581.96	0.20	4,467.17
LOT 22	8,053.22	0.18	4,050.49
LOT 23	8,434.87	0.19	4,335.64
LOT 24	9,294.02	0.21	5,051.23
LOT 25	10,167.93	0.23	5,786.23
LOT 26	10,790.35	0.25	5,660.43

LINE	BEARING	DISTANCE
L1	N 49°32'54" E	74.91'
L2	N 22°28'06" W	48.63'
L3	N 22°28'06" W	32.65'
L4	S 40°33'34" E	48.70'
L5	S 73°53'36" W	52.45'

CURVE	CHORD BEARING	CHORD LENGTH	RADIUS	ARC LENGTH
C1	S 57°58'57" E	18.94'	50.00'	19.06'
C2	S 88°45'56" E	203.00'	152.62'	222.08'
C3	N 17°50'46" W	5.42'	190.00'	5.42'
C4	N 11°44'41" W	35.00'	190.00'	35.05'
C5	N 03°12'11" E	63.78'	190.00'	64.09'
C6	N 24°03'15" E	73.73'	190.00'	74.20'
C7	N 47°01'07" E	77.56'	190.00'	78.11'
C8	S 14°41'52" W	66.45'	55.00'	71.35'
C9	S 67°41'25" W	30.00'	55.00'	30.38'
C10	N 65°04'37" W	57.32'	55.00'	60.30'
C11	N 06°35'06" E	28.08'	240.00'	28.10'
C12	N 13°09'04" W	159.30'	240.00'	162.38'
C13	N 45°28'43" W	107.26'	240.00'	108.17'
C14	N 71°52'17" W	112.17'	240.00'	113.22'
C15	S 82°58'13" W	12.14'	30.00'	12.23'
C16	S 87°52'00" E	39.19'	55.00'	40.07'
C17	S 29°46'09" E	66.54'	55.00'	71.46'
C18	S 33°34'19" W	48.42'	55.00'	50.14'
C19	N 88°10'13" W	58.52'	55.00'	61.71'
C20	N 35°32'05" W	38.51'	55.00'	39.35'
C21	S 46°02'54" E	30.91'	55.00'	32.47'
C22	N 71°22'43" W	57.39'	290.00'	57.48'
C23	N 58°18'55" W	74.65'	280.00'	74.76'
C24	S 74°17'14" E	23.79'	30.00'	24.48'
C25	N 73°22'10" E	9.37'	30.00'	9.41'
C26	N 72°45'24" W	68.02'	50.00'	74.81'
C27	N 06°23'09" W	39.89'	50.00'	41.03'
C28	N 29°38'27" E	21.67'	50.00'	21.85'
C29	S 09°48'49" W	32.10'	30.00'	33.87'
C30	N 20°59'28" W	15.57'	290.00'	15.58'
C31	N 12°51'09" W	66.66'	290.00'	66.81'
C32	N 00°10'54" E	65.00'	280.00'	65.14'
C33	N 09°46'40" E	31.98'	280.00'	32.00'
C34	S 10°57'15" W	19.29'	278.47'	19.29'
C35	S 00°56'20" W	77.80'	278.47'	78.06'
C36	S 08°57'21" E	18.12'	278.47'	18.12'
C37	N 45°39'19" E	104.95'	75.00'	116.24'
C38	S 84°35'21" W	86.04'	451.56'	86.17'
C39	S 75°56'41" W	50.07'	451.56'	50.89'
C40	S 61°09'27" W	181.74'	451.56'	182.99'
C41	S 66°20'53" E	18.00'	10.00'	22.40'
C42	S 27°55'51" W	140.46'	140.00'	147.14'
C43	N 60°20'50" W	35.19'	20.00'	43.01'
C44	S 05°01'16" E	71.97'	328.60'	72.12'



# City of Tupelo

Jason L. Shelton  
Mayor

Water and Light  
Johnny Timmons, Director

March 9, 2016

## COUNCIL

Markel Whittington  
Ward One

Lynn Bryan  
Ward Two

Travis Beard  
Ward Three

Nettie Y. Davis  
Ward Four

Buddy Palmer  
Ward Five

Mike Bryan  
Ward Six

Willie Jennings  
Ward Seven

Mayor Jason Shelton and Council of the City of Tupelo  
City of Tupelo  
Tupelo, Mississippi 38804

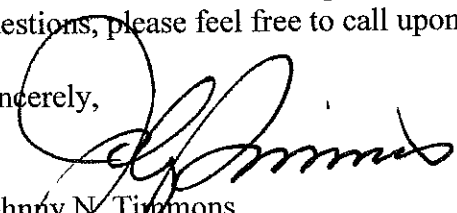
Dear Mayor Shelton and Council Members:

The following change order is submitted for approval at your regular meeting on Tuesday, March 15, 2016:

**Tupelo Wastewater Treatment Plant – Nutrient Removal – Change Order No. 4** – This change order is required to provide conduits, power conductors and control circuits which are essential for the stroke length adjustment function on the alum metering pumps that enables enhanced phosphorous removal efficiency based on continuous effluent water quality monitoring equipment. This change order will result in a net increase of \$4,533.00, which brings the revised contract amount to \$2,990,000.00.

I have reviewed this change order and find it to be correct. If you have any questions, please feel free to call upon me.

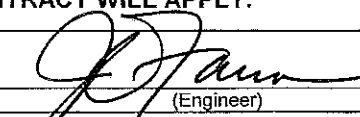
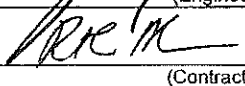
Sincerely,



Johnny N. Timmons  
Manager

08598

**CHANGE ORDER**

OWNER:	City of Tupelo, Water and Light Department 320 North Front Street Tupelo, MS 38802			
CONTRACTOR:	J & P Construction Company, Inc 2550 39th Street Tuscaloosa, AL 35405			
DATE:	February 22, 2016	LOAN NUMBER:	SRF-C280-885-04	
CHANGE ORDER NUMBER:	4 (Final)	CONTRACT NUMBER:	1	
PROJECT NAME:	Wastewater Treatment Plant - Nutrient Removal - SRF Proj. No. C280-885-04			
REASON FOR CHANGES:				
(1) Provide conduits, power conductors and control circuits for stroke length adjustment function on alum metering pumps for enhanced phosphorus removal efficiency based on effluent monitoring equipment.				
<b>YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS:</b>				
ITEM NO.	DESCRIPTION OF CHANGES (S) (QUANTITIES, ETC.)	UNIT COST	TOTAL CONTRACT	TOTAL ELIGIBLE COST
(1)	Materials, labor and installation of additional electrical power and control circuits for automating stroke length adjustment on alum metering pumps.	\$4,533.00	\$4,533.00	\$4,533.00
TOTAL CONTRACT CHANGE			TOTAL	TOTAL ELIGIBLE
ORIGINAL CONTRACT AMOUNT			\$2,882,000.00	\$2,882,000.00
CURRENT CONTRACT AMOUNT:			\$2,985,467.00	\$2,985,467.00
THIS CONTRACT CHANGE: Add / (Deduct)			\$4,533.00	\$4,533.00
REVISED CONTRACT AMOUNT:			\$2,990,000.00	\$2,990,000.00
CURRENT CONTRACT COMPLETION DATE:			January 6, 2016	January 6, 2016
TIME EXTENSION REQUIRED BY CHANGE:			0 Days	0 Days
REVISED CONTRACT COMPLETION DATE:			January 6, 2016	January 6, 2016
<b>THIS CONTRACT CHANGE ORDER SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.</b>				
RECOMMENDED BY:	 (Engineer)	DATE:	2/22/16	
ACCEPTED BY:	 (Contractor)	DATE:	2/25/16	
APPROVED BY:		DATE:		
	(Owner)			



# City of Tupelo

Jason L. Shelton  
Mayor

Water and Light  
Johnny Timmons, Director

## COUNCIL

Markel Whittington  
Ward One

Lynn Bryan  
Ward Two

Travis Beard  
Ward Three

Nettie Y. Davis  
Ward Four

Buddy Palmer  
Ward Five

Mike Bryan  
Ward Six

Willie Jennings  
Ward Seven

March 9, 2016

Mayor Jason Shelton and Council of the City of Tupelo  
City of Tupelo  
Tupelo, Mississippi 38801

Dear Mayor Shelton and Council Members:

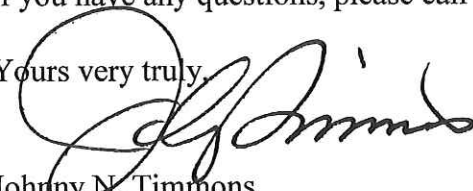
I recommend the following contracts for award at your regular meeting on Tuesday, March 15, 2016:

**Tupelo SRF FY14 Water System Improvements – Area 5 – West Area** – The bid for this project was awarded through your meeting on February 16, 2016, to AMG Construction, Inc. in the amount of \$1,615,824.67.

**Tupelo SRF FY14 Water System Improvements – Purnell Road Elevated Water Storage Tank** – The bid for this project was awarded through your meeting on February 16, 2016, to Caldwell Tanks, Inc. in the amount of \$1,192,000.00.

If you have any questions, please call upon me.

Yours very truly,

  
Johnny N. Timmons  
Manager

Attachments

## AGREEMENT

THIS AGREEMENT, made this 22nd day of February, 2016, by and between City of Tupelo, Mississippi, hereinafter called "OWNER" and AMG Construction, Inc. doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Tupelo SRF FY14 Water System Improvements Area 5 - West Area.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 15 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 180 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 1,615,824.67, or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) ADVERTISEMENT FOR BIDS
  - (B) INSTRUCTIONS FOR BIDDERS
  - (C) BID
  - (D) BID BOND
  - (E) AGREEMENT
  - (F) PAYMENT BOND
  - (G) PERFORMANCE BOND
  - (H) NOTICE OF AWARD
  - (I) NOTICE TO PROCEED
  - (J) CHANGE ORDER
  - (K) GENERAL CONDITIONS
  - (L) SUPPLEMENTAL GENERAL CONDITIONS



(M) TECHNICAL SPECIFICATIONS

(N) DRAWINGS

(O) ADDENDA:

No. 1, dated January 22, 2016

No. \_\_\_\_\_, dated \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

(SEAL)

ATTEST:

OWNER: City of Tupelo, Mississippi

BY \_\_\_\_\_

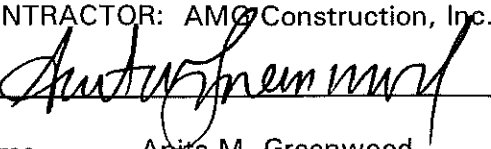
Name Kim Hanna  
(Please Type)

Name Jason Shelton  
(Please Type)

Title City Clerk

Title Mayor

CONTRACTOR: AMC Construction, Inc.

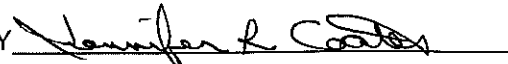
BY 

Name Anita M. Greenwood  
(Please Type)

Address 50 Court Square, Charleston, MS 38921

(SEAL)

ATTEST:

BY 

Name JENNIFER R. COATES  
(Please Type)

Agreement  
(0815) Page 2 of 2

## AGREEMENT

THIS AGREEMENT, made this 19th day of February, 2016, by and between City of Tupelo, Mississippi, hereinafter called "OWNER" and Caldwell Tanks, Inc. doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Tupelo SRF FY14, Purnell Road Elevated Water Storage Tank.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 15 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 240 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 1,192,000.00, or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) ADVERTISEMENT FOR BIDS
  - (B) INSTRUCTIONS FOR BIDDERS
  - (C) BID
  - (D) BID BOND
  - (E) AGREEMENT
  - (F) PAYMENT BOND
  - (G) PERFORMANCE BOND
  - (H) NOTICE OF AWARD
  - (I) NOTICE TO PROCEED
  - (J) CHANGE ORDER
  - (K) GENERAL CONDITIONS
  - (L) SUPPLEMENTAL GENERAL CONDITIONS

Agreement  
07061B(0309)- 1 of 2

(M) TECHNICAL SPECIFICATIONS

(N) DRAWINGS

(O) ADDENDA:

No. 1, dated January 22, 2016

No. 2, dated January 25, 2016

No. \_\_\_\_\_, dated \_\_\_\_\_

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

(SEAL)

ATTEST:

\_\_\_\_\_

Name: Kim Hanna  
(Please Type)

Title: City Clerk

OWNER: City of Tupelo

By: \_\_\_\_\_

Name: Jason Shelton

Title: Mayor

(SEAL)

CONTRACTOR: CALDWELL TANKS, INC.

By: \_\_\_\_\_

Name: Kevin J. Gallagher, Vice President  
(Please Type)

Address PO Box 35770, Louisville, KY 40232-5770

ATTEST:

By: \_\_\_\_\_

Name: David E. Bartley, Secretary  
(Please Type)

Agreement  
07061B(0309)- 2 of 2

# 7.13



# City of Tupelo

Jason L. Shelton  
Mayor

Water and Light  
Johnny Timmons, Director

March 9, 2016

## COUNCIL

Markel Whittington  
Ward One

Lynn Bryan  
Ward Two

Travis Beard  
Ward Three

Nettie Y. Davis  
Ward Four

Buddy Palmer  
Ward Five

Mike Bryan  
Ward Six

Willie Jennings  
Ward Seven

Mayor Jason L. Shelton and Council of the City of Tupelo  
City of Tupelo  
Tupelo, Mississippi 38801

Dear Mayor Shelton and Council Members:

I recommend the following bid awards for consideration at your regular meeting on Tuesday, March 15, 2016:

**Bid No. 1403WL** – Wooden Utility Poles (12 Month Supply Bid) to the low qualified bid submitted by Thomasson Lumber Company.

**Bid No. 1404WL** – Fiber Project (12 Month Supply Bid) to the low qualified bids as indicated on the attached bid tabulation.

**Bid No. 1405WL** – Concrete Poles (12 Month Supply Bid) to the low qualified bid submitted by Stresscrete, Inc.

**Bid No. 1407WL** – Water Materials (12 Month Supply Bid) to the low qualified bids as indicated on the attached bid tabulation with the following explanations:

Items 18 & 20 – Central Pipe bid a Hymax brand of emergency clamps. The locking mechanism of these clamps to not meet our bid specs.

Items 152,-165, 167-175 – HD Supply bid a Ford brand of brass fittings which do not meet our required specifications. In the past, we have had problems with the brass breaking during installation of the Ford items.

Please note that the submitted bids are on file in the council clerk's office.  
If you have any questions, please let me know.

Yours very truly,

  
Johnny N. Timmons  
Manager



# City of Tupelo

Jason L. Shelton  
Mayor

Water and Light  
Johnny Timmons, Director

## COUNCIL

Markel Whittington  
Ward One

Lynn Bryan  
Ward Two

Travis Beard  
Ward Three

Nettie Y. Davis  
Ward Four

Buddy Palmer  
Ward Five

Mike Bryan  
Ward Six

Willie Jennings  
Ward Seven

February 17, 2016  
10:00 AM

## MINUTE ENTRY

### BID DESCRIPTION

Bid No. 1403WL	Wooden Utility Poles (12 Month Supply Bid)
Bid No. 1404WL	Fiber Project (12 Month Supply Bid)
Bid No. 1405WL	Concrete Poles (12 Month Supply Bid)
Bid No. 1406WL	Electric Materials (12 Month Supply Bid)
Bid No. 1407WL	Water Materials (12 Month Supply Bid)

### ATTENDANCE

Missy Shelton  
Pam Blassingame  
Drew Kyle

### COMPANY

City of Tupelo – Finance  
Water & Light Department  
Water & Light Department

**TUPELO WATER & LIGHT DEPARTMENT**  
**BID TABULATION**  
**BID NO. 1403WL**  
**FEBRUARY 17, 2016**

Item	Product	Vendors			
		T.R. Miller Mill Co.	Thomasson Lumber	Cox Industries	Baldwin Pole
	<b>Wooden Utility Poles (12 Month Supply Bid)</b>				
1	30' Wood Pole (Class 5)	\$110.55	<b>\$105.50</b>	\$120.00	\$121.00
2	35' Wood Pole (Class 5)	\$152.35	<b>\$134.00</b>	\$152.00	\$155.00
3	40' Wood Pole (Class 3)	\$252.23	<b>\$233.00</b>	\$259.00	\$262.00
4	45' Wood Pole (Class 3)	\$305.25	<b>\$287.00</b>	\$320.00	\$315.00
	Delivery:	5-7 Days	<b>5-7 Days</b>		1-2 Weeks

**Tupelo Water & Light Department**  
**Bid Tabulation - Fiber Project (12 Month Bid)**  
**Bid No. 1404WL**  
**February 17, 2016**

Item	Product	Vendors	
		BSE/Utilicor	Stuart C. Irby
1	Fusion Splice Protector Sleeve Sleeve Length - 61mm, Inner Length - 61mm, Pin Diameter - 1.4mm, Pin Length - 57mm, Sleeve Diameter After Shrinkage $\leq$ 2.7mm, Internal Diameter - 1.4mm, Fiber Size - 250/900 um	<del>\$0.30</del> Multilink Part # 76500 2 Weeks	\$0.56 3-4 Wks
2	Fusion Splice Protector Sleeve - 40 mm	<del>\$0.30</del> Multilink #76501 2 Weeks	\$0.63 3-4 Wks
3	4000 - D Starfighter Dome Enclosure with 4072 SSP Splice Tray, Cat # 10-8146 (Equal or Equivalent)	<del>\$254.00</del> Multilink 2 Weeks	\$348.10 6-8 Wks
4	4000-D Calbe Addition Kit, Multilink # 10-6028 (Equal or Equivalent)	<del>\$15.10</del> 2 Weeks	No Bid
5	Multilink Starfighter 4072-SSTP Universal Optical Fiber Splice Tray, Dim - 11.75"L x 5.75"W x .5"D, 36 Single Capacity (Equal or Equivalent)	\$24.10 2 Weeks	<del>\$15.90</del> 6-8 Wks
6	ADSS Tangent 0.475" - 0.525" Diameter, with insert	<del>\$28.09</del> AFL ATGN475/525 12-14 Weeks	\$29.35 12-14 Wks
7	ADSS Tangent 0.420" x 0.525" Diameter, with insert	No Bid	No Bid
8	FIBERLIGN Lite Tension Dead-End with Thimble Eye, 0.415" x 0.459" Diamter, Part # 2875002TE (Equal or Equivalent)	\$18.15 PLP 2 Weeks	<del>\$17.50</del> Stock

**Tupelo Water & Light Department**  
**Bid Tabulation - Fiber Project (12 Month Bid)**  
**Bid No. 1404WL**  
**February 17, 2016**

2

Item	Product	Vendors	
		BSE/Utilicor	Stuart C. Irby
9	FIBERLIGN Limited Tension Dead-End, Part # 2872004C1E1 (Equal or Equivalent)	<del>\$33.80</del> PLP 2 Weeks	\$37.45 Stock
10	FIBERLIGN Alum Support Assembly, CAT # 4450099 (Equal or Equivalent)	<del>\$28.95</del> PLP 2 Weeks	\$29.75 Stock
11	FIBERLIGN Light Tension DE w/Thimble Eye, O.D. Range 0.460-0.505, CAT # 2875003TE (Equal or Equivalent)	\$18.15 PLP 2 Weeks	<del>\$17.50</del> Stock
12	Thimble Eye, Cat # TE-5 (Equal or Equivalent)	\$5.86 Hubbell # B12A 2 Weeks	<del>\$5.60</del> Stock
13	Zipcord 3mm Fiber Cable, Single Mode, Fiber Count - 2	<del>\$0.32</del> 1-2 Weeks	No Bid
14	LightLink CPS012 Interconnect Enclosure, Connector Type - LC, Fiber Count - 12, Color - Black, with Adapters, Adapter Plates, and Splice Trays (Equal or Equivalent)	<del>\$259.16</del> Multilink 2 Weeks	\$429.45 6-8 Weeks
15	LC FAST Connectors, Single Mode	<del>\$108.90</del> FASTLCCSM6 2 Weeks	\$120.65 6-8 Weeks
16	Adapter Plates, Type - LC, Capacity - 3, Simplex, Single Mode	<del>\$3.24</del> F18005NF 2 Weeks	No Bid



**Tupelo Water & Light Department**  
**Bid Tabulation - Fiber Project (12 Month Bid)**  
**Bid No. 1404WL**  
**February 17, 2016**

Item	Product	Vendors	
		BSE/Utilicor	Stuart C. Irby
17	Adapter Plates, Type - LC, Capacity - 6, Simplex, Single Mode	No Bid	<del>\$35.75</del> 6-8 Weeks
18	Adapter Plates, Type - LC, Capacity - 12, Simplex, Single Mode	No Bid	No Bid
19	LC Adapters, Simplex, Single Mode	<del>\$9.79</del> AFL C20702 6-8 Weeks	\$10.25 6-8 Weeks
20	LC Adapters, Duplex, Single Mode	<del>\$8.65</del> Multilink #10-6405 1-2 Weeks	\$15.60 6-8 Weeks
21	Adapter Plates, Type - LC, Capacity - 3, Duplex, Single Mode	<del>\$37.16</del> AFL FM000290 6-8 Weeks	\$39.75 6-8 Weeks
22	Adapter Plates, Type - LC, Capacity - 6, Duplex, Single Mode	<del>\$28.37</del> FILC6DBKSUL 2 Weeks	\$70.10 6-8 Weeks
23	Adapter Plates, Type - LC, Capacity - 12, Duplex, Single Mode	<del>\$73.19</del> Multilink 065-244-10 2 Weeks	\$129.75 6-8 Weeks
24	FIS 4 Port Wall Mount Box for SC Duplex Adapters (Equal or Equivalent)	<del>\$16.57</del> FIWM4S 2 Weeks	No Bid
25	SC FAST Connectors, Single Mode	<del>\$83.00</del> FASTSCSM6 2 Weeks	\$92.85 6-8 Weeks
26	Adapter Plates, Type - SC, Capacity - 3, Simplex, Single Mode	No Bid	No Bid

**Tupelo Water & Light Department**  
**Bid Tabulation - Fiber Project (12 Month Bid)**  
**Bid No. 1404WL**  
**February 17, 2016**

4

Item	Product	Vendors	
		BSE/Utilicor	Stuart C. Irby
27	Adapter Plates, Type - SC, Capacity - 6, Simplex, Single Mode	<b>\$19.40</b> FISC61BKSUL 2 Weeks	\$41.05 6-8 Weeks
28	Adapter Plates, Type - SC, Capacity - 12, Simplex, Single Mode	No Bid	No Bid
29	SC Adapters, Simplex, Single Mode	<b>\$2.23</b> Multilink 99304 2 Weeks	\$3.65 6-8 Weeks
30	SC Adapters, Duplex, Single Mode	<b>\$3.99</b> Multilink F18601 2 Weeks	\$4.45 6-8 Weeks
31	Adapter Plates, Type - SC, Capacity - 3, Duplex, Single Mode	<b>\$14.74</b> Multilink 06-478-10 2 Weeks	\$33.10 6-8 Weeks
32	Adapter Plates, Type - SC, Capacity - 6, Duplex, Single Mode	<b>\$29.89</b> FISC6DBKSUL 2 Weeks	\$63.60 6-8 Weeks
33	Adapter Plates, Type - SC, Capacity - 12, Duplex, Single Mode	No Bid	No Bid
34	Miller Cable Strippers, Part # - MI80355 (Equal or Equivalent)	<b>\$62.00</b> 2 Weeks	No Bid
35	Two Fiber Cable Assemblies, LC-LC Connectors, 3.0mm Zipcord, FiberCount - 2, Single Mode, Length - 1 meter	<b>\$12.69</b> Multilink 10-6340 2 Weeks	\$27.40 6-8 Weeks

**Tupelo Water & Light Department**  
**Bid Tabulation - Fiber Project (12 Month Bid)**  
**Bid No. 1404WL**  
**February 17, 2016**

Item	Product	Vendors	
		BSE/Utilicor	Stuart C. Irby
36	Two Fiber Cable Assemblies, SC-SC Connectors, 3.0mm Zipcord, FiberCount - 2, Single Mode, Length - 1 meter	<b>\$9.20</b> Multilink 10-6335 2 Weeks	\$25.55 6-8 Weeks
37	Two Fiber Cable Assemblies, LC-LC Connectors, 3.0mm Zipcord, FiberCount - 2, Single Mode, Length - 2 meter	<b>\$13.05</b> Multilink 10-6341 2 Weeks	\$24.90 6-8 Weeks
38	Two Fiber Cable Assemblies, SC-SC Connectors, 3.0mm Zipcord, FiberCount - 2, Single Mode, Length - 2 meter	<b>\$9.69</b> Multilink 10-6336 2 Weeks	\$25.55 6-8 Weeks
39	NOYES OFL280 Flex Tester, with additional LC Adapters (Equal or Equivalent)	<b>\$5,400.00</b> 3-4 Weeks	\$6,082.50 6-8 Weeks
40	Fiber Optic Dry Wipes, Lint Free	<b>\$3.99/Box</b> Multilink 1-2 Weeks	\$511.00 6-8 Weeks
41	Spiral Wrap, 3/16"	<b>\$1.84/Mtr</b> (153 Meters) 2 Weeks	No Bid
42	98-99% Alcohol for cleanig Fiber Optic Cable	<b>\$92.00</b> E11007GA 2 Weeks	No Bid
43	LC Quad SM Adapter, for Blue Duplex SC Footprint for FIS 4 Port Wall Mount Box	<b>\$10.80</b> F18045 1-2 Weeks	No Bid
44	AFL Wood Pole Guide Clamp for ADSS Cable, ADSS Diam. 0.377 - 0.468, CAT # AGW377-468 (Equal or Equivalent)	\$8.92 8-10 Weeks	<b>\$7.00</b> 8-10 Weeks

**Tupelo Water & Light Department**  
**Bid Tabulation - Fiber Project (12 Month Bid)**  
**Bid No. 1404WL**  
**February 17, 2016**

6

Item	Product	Vendors	
		BSE/Utilicor	Stuart C. Irby
45	AFL Wood Pole Guide Clamp for ADSS Cable, ADSS Diam. 0.469 - 0.561, CAT # AGW469/561 (Equal or Equivalent)	\$8.92 8-10 Weeks	<b>\$7.00</b> 8-10 Weeks
46	Miller MSAT Mid-Span Access Tool, Part# 80785 (Equal or Equivalent)	<b>\$293.00</b> 1-2 Weeks	No Bid
47	One Click Cleaner LC/MU (500 Cleans), AFL# 8500-05-0002MZ (Equal or Equivalent)	<b>\$69.00</b> 2-4 Weeks	\$430.25 2-3 Weeks
48	NOYES OTDR Fiber Rings, Standard, one Fiber, Single Mode, AFL# FR1-SM-500-y1-y2 (Equal or Equivalent)	<b>\$439.00</b> 2-4 Weeks	No Bid
49	72 Fiber Patch and Splice Panel CNS072P with 36 UDL (dup) adapters, Splice Drawers (3-48 position) 118LGX, AFL# FM000244 (Equal or Equivalent)	<b>\$717.00</b> 2-4 Weeks	\$2,014.90 12-14 Weeks
50	ACS Armored Fiber Optic Cable Slitter, Adjustable 8-28.6mm Cable O.D., Part # F1ACS (Equal or Equivalent)	<b>\$139.00</b> 1-2 Weeks	No Bid
51	ACS Armored Fiber Optic Cable Slitter Replacement Blade, Part# F1CB251K (Equal or Equivalent)	<b>\$46.97</b> 1-2 Weeks	No Bid
52	Starfighter Optical Terminal Enclosure with Pole Mounting Bracket, Part# F10TE with 105435 Bracket (Equal or Equivalent)	<b>\$224.00</b> 3-4 Weeks	No Bid

**Tupelo Water & Light Department**  
**Bid Tabulation - Fiber Project (12 Month Bid)**  
**Bid No. 1404WL**  
**February 17, 2016**

Item	Product	Vendors	
		BSE/Utilicor	Stuart C. Irby
53	Grommet Inserts for 1" NPT Fittings for Starfighter Enclosure, Cable Size 0.41-0.5 inches, Part # 10-5421 (Equal or Equivalent)	<b>\$23.90</b> 2 Weeks	No Bid
54	TYRAP 13.38 IN Cable Blk, Part# TY27MX (Equal or Equivalent)	<b>\$42.00</b> Stock	No Bid
55	Corning OptiSnap Field-Installable Connector Tool Kit, Flat Cleaver, Part# TKT-OPTISNAP-CF (Equal or Equivalent)	<b>\$2,190.00</b> 4-6 Weeks	No Bid
56	OptiSnap Connector, LC Organizer Pack, Single Mode, Part# OSNP-LCU-900-Z (Equal or Equivalent)	<b>\$628.00</b> 3-4 Weeks	No Bid
57	OptiSnap Connector, LC Single Mode, Part# OSNP-LCU-900 (Equal or Equivalent)	<b>\$25.99</b> 3-4 Weeks	No Bid
58	6' Fiber Marker Post	<b>\$25.20</b> 2-4 Weeks	No Bid

**TUPELO WATER & LIGHT DEPARTMENT**  
**BID TABULATION**  
**BID NO. 1405WL**  
**FEBRUARY 17, 2016**

		Vendors	
		Stresscrete, Inc.	
Item	Product		
	<b>Concrete Poles</b>		
1	30' (Class 1)	<b>\$1,146.00</b>	
2	35' (Class 1)	<b>\$1,341.00</b>	
3	40' (Class 1)	<b>\$1,533.00</b>	
4	45' (Class 1)	<b>\$1,756.00</b>	
5	50' (Class 1)	<b>\$1,959.00</b>	
6	55' (Class 1)	<b>\$2,193.00</b>	
7	60' (Class 1)	<b>\$2,428.00</b>	
8	65' (Class 1)	<b>\$2,740.00</b>	

**TUPELO WATER & LIGHT DEPARTMENT**  
**BID TABULATION - WATER MATERIALS (12 Month Bid**  
**BID NO. 1407WL**  
**FEBRUARY 17, 2016**

Item	Product	Vendors				
		Central Pipe	Consolidated Pipe	G&C Supply	HD Supply	Southern Pipe
1	3/4 x 3 Repair Clamp	\$5.17	\$3.71	\$3.62	<del>\$3.40</del>	No Bid
2	3/4 x 6 Repair Clamp	\$9.65	\$6.93	\$6.76	<del>\$6.35</del>	No Bid
3	1 x 3 Repair Clamp	\$5.65	\$3.99	\$3.96	<del>\$3.72</del>	No Bid
4	1 x 6 Repair Clamp	\$10.28	\$7.38	\$7.19	<del>\$6.76</del>	No Bid
5	1 1/2 x 3 Repair Clamp	\$6.24	\$4.48	\$4.37	<del>\$4.11</del>	No Bid
6	1 1/2 x 6 Repair Clamp	\$11.76	\$8.45	\$8.24	<del>\$7.74</del>	No Bid
7	1 1/4 x 3 Repair Clamp	\$5.81	\$4.17	\$4.07	<del>\$3.82</del>	No Bid
8	1 1/4 x 6 Repair Clamp	\$11.19	\$7.78	\$7.59	<del>\$7.13</del>	No Bid
9	2 x 3 Repair Clamp	\$6.82	\$5.48	\$5.35	<del>\$5.02</del>	No Bid
10	2 x 6 Repair Clamp	\$12.35	\$9.98	\$9.74	<del>\$9.15</del>	No Bid
11	2 x 12 Repair Clamp	\$25.12	\$19.98	\$19.34	<del>\$18.51</del>	No Bid
12	3 x 12 Emergency Clamp	\$77.77	<del>\$76.00</del>	No Bid	No Bid	No Bid
13	4 x 12 Emergency Clamp	\$87.33	<del>\$82.00</del>	No Bid	No Bid	No Bid
14	6 x 12 Emergency Clamp	\$100.59	<del>\$99.00</del>	No Bid	No Bid	No Bid
15	6 x 18 Emergency Clamp	\$169.38	<del>\$147.00</del>	No Bid	No Bid	No Bid
16	8 x 12 Emergency Clamp	\$120.47	<del>\$116.00</del>	No Bid	No Bid	No Bid
17	8 x 18 Emergency Clamp	\$198.88	<del>\$169.00</del>	No Bid	No Bid	No Bid
18	10 x 12 Emergency Clamp	\$142.24	<del>\$148.00</del>	No Bid	No Bid	No Bid
19	10 x 18 Emergency Clamp	\$239.66	<del>\$210.00</del>	No Bid	No Bid	No Bid
20	12 x 12 Emergency Clamp	\$166.20	<del>\$179.00</del>	No Bid	No Bid	No Bid
21	12 x 18 Emergency Clamp	\$272.88	<del>\$248.00</del>	No Bid	No Bid	No Bid
22	4" Tapping Valve - Less Acc	No Bid	<del>\$539.00</del>	No Bid	No Bid	No Bid
23	6" Tapping Valve - Less Acc	No Bid	<del>\$747.00</del>	No Bid	No Bid	No Bid
24	8" Tapping Valve - Less Acc	No Bid	<del>\$1,108.00</del>	No Bid	No Bid	No Bid
25	10" Tapping Valve - Less Acc	No Bid	<del>\$1,659.00</del>	No Bid	No Bid	No Bid
26	12" Tapping Valve - Less Acc	No Bid	<del>\$2,275.00</del>	No Bid	No Bid	No Bid
27	6 x 4 Tapping Tee	No Bid	<del>\$710.00</del>	No Bid	No Bid	No Bid
28	6 x 6 Tapping Tee	No Bid	<del>\$710.00</del>	No Bid	No Bid	No Bid
29	8 x 4 Tapping Tee	No Bid	<del>\$872.00</del>	No Bid	No Bid	No Bid

**TUPELO WATER & LIGHT DEPARTMENT**  
**BID TABULATION - WATER MATERIALS (12 Month Bid**  
**BID NO. 1407WL**  
**FEBRUARY 17, 2016**

Item	Product	Vendors				
		Central Pipe	Consolidated Pipe	G&C Supply	HD Supply	Southern Pipe
30	8 x 6 Tapping Tee	No Bid	<b>\$872.00</b>	No Bid	No Bid	No Bid
31	8 x 8 Tapping Tee	No Bid	<b>\$944.00</b>	No Bid	No Bid	No Bid
32	10 x 4 Tapping Tee	No Bid	<b>\$1,725.00</b>	No Bid	No Bid	No Bid
33	10 x 6 Tapping Tee	No Bid	<b>\$1,725.00</b>	No Bid	No Bid	No Bid
34	10 x 8 Tapping Tee	No Bid	<b>\$1,833.00</b>	No Bid	No Bid	No Bid
35	10 x 10 Tapping Tee	No Bid	<b>\$1,869.00</b>	No Bid	No Bid	No Bid
36	12 x 4 Tapping Tee	No Bid	<b>\$1,725.00</b>	No Bid	No Bid	No Bid
37	12 x 6 Tapping Tee	No Bid	<b>\$1,725.00</b>	No Bid	No Bid	No Bid
38	12 x 8 Tapping Tee	No Bid	<b>\$1,833.00</b>	No Bid	No Bid	No Bid
39	12 x 10 Tapping Tee	No Bid	<b>\$2,121.00</b>	No Bid	No Bid	No Bid
40	12 x 12 Tapping Tee	No Bid	<b>\$2,180.00</b>	No Bid	No Bid	No Bid
41	2" Coupling	\$91.31	<b>\$79.85</b>	\$80.67	\$80.11	\$88.00
42	3" Coupling	\$120.46	<b>\$105.40</b>	\$106.42	\$105.67	\$109.19
43	4" Coupling	\$154.36	<b>\$135.05</b>	\$136.35	\$135.40	\$142.50
44	6" Coupling	\$204.42	<b>\$178.85</b>	\$180.58	\$179.32	\$188.71
45	8" Coupling	\$230.80	<b>\$199.95</b>	\$201.95	\$202.45	\$221.60
46	10" Coupling	\$320.21	<b>\$259.75</b>	\$259.80	\$260.44	\$271.00
47	12" Coupling	\$427.64	<b>\$306.60</b>	\$306.65	\$307.41	\$310.00
48	3/4" Steel Coupling	No Bid	\$22.00	\$18.64	<b>\$17.83</b>	No Bid
49	1" Steel Coupling	No Bid	\$23.00	\$19.29	<b>\$18.45</b>	No Bid
50	1 1/2" Steel Coupling	No Bid	\$29.00	\$24.12	<b>\$23.07</b>	No Bid
51	1 1/4" Steel Coupling	No Bid	\$24.00	\$20.19	<b>\$19.32</b>	No Bid
52	2" Steel Coupling	No Bid	\$32.00	\$27.32	<b>\$26.14</b>	No Bid
53	3" Meg-A-Lug (DIPS) - Less Acc	No Bid	\$13.50	\$14.00	<b>\$13.40</b>	No Bid
54	3" Meg-A-Lug (PVC) - Less Acc	No Bid	\$16.40	<b>\$16.00</b>	\$16.84	No Bid
55	4" Meg-A-Lug (DIPS) - Less Acc	No Bid	\$14.00	\$14.45	<b>\$13.83</b>	No Bid
56	4" Meg-A-Lug (PVC) - Less Acc	No Bid	\$17.80	<b>\$17.45</b>	\$18.11	No Bid
57	6" Meg-A-Lug (DIPS) - Less Acc	No Bid	\$17.00	\$17.45	<b>\$16.71</b>	No Bid
58	8" Meg-A-Lug (DIPS) - Less Acc	No Bid	\$37.00	\$26.24	<b>\$25.11</b>	No Bid



**TUPELO WATER & LIGHT DEPARTMENT**  
**BID TABULATION - WATER MATERIALS (12 Month Bid**  
**BID NO. 1407WL**  
**FEBRUARY 17, 2016**

Item	Product	Vendors				
		Central Pipe	Consolidated Pipe	G&C Supply	HD Supply	Southern Pipe
59	10" Meg-A-Lug (DIPS) - Less Acc	No Bid	\$37.50	\$38.88	<del>\$37.20</del>	No Bid
60	12" Meg-A-Lug (DIPS) - Less Acc	No Bid	\$55.00	\$56.64	<del>\$54.20</del>	No Bid
61	3" MJ x MJ Gate Valve - Less Acc	No Bid	<del>\$345.00</del>	No Bid	No Bid	No Bid
62	4" MJ x MJ Gate Valve - Less Acc	No Bid	<del>\$387.00</del>	No Bid	No Bid	No Bid
63	6" MJ x MJ Gate Valve - Less Acc	No Bid	<del>\$492.00</del>	No Bid	No Bid	No Bid
64	8" MJ x MJ Gate Valve - Less Acc	No Bid	<del>\$785.00</del>	No Bid	No Bid	No Bid
65	10" MJ x MJ Gate Valve - Less Acc	No Bid	<del>\$1,224.00</del>	No Bid	No Bid	No Bid
66	12" MJ x MJ Gate Valve - Less Acc	No Bid	<del>\$1,548.00</del>	No Bid	No Bid	No Bid
67	3" MJ x MJ 90 Degree - Less Acc	No Bid	\$28.00	\$29.60	\$25.06	<del>\$24.60</del>
68	4" MJ x MJ 90 Degree - Less Acc	No Bid	\$30.00	\$32.25	\$27.26	<del>\$26.76</del>
69	6" MJ x MJ 90 Degree - Less Acc	No Bid	\$49.00	\$52.68	\$44.58	<del>\$44.29</del>
70	8" MJ x MJ 90 Degree - Less Acc	No Bid	\$71.00	\$76.65	\$64.84	<del>\$63.65</del>
71	10" MJ x MJ 90 Degree - Less Acc	No Bid	\$114.00	\$121.90	\$103.16	<del>\$101.30</del>
72	12" MJ x MJ 90 Degree - Less Acc	No Bid	\$153.00	\$164.11	\$138.89	<del>\$136.40</del>
73	3" MJ x MJ 45 Degree - Less Acc	No Bid	\$24.00	\$26.56	\$22.47	<del>\$22.06</del>
74	4" MJ x MJ 45 Degree - Less Acc	No Bid	\$24.00	\$26.56	<del>\$22.47</del>	\$23.04
75	6" MJ x MJ 45 Degree - Less Acc	No Bid	\$39.00	\$42.66	<del>\$36.11</del>	\$36.21
76	8" MJ x MJ 45 Degree - Less Acc	No Bid	\$58.00	\$62.25	<del>\$52.68</del>	\$52.84
77	10" MJ x MJ 45 Degree - Less Acc	No Bid	\$85.00	\$90.98	<del>\$77.00</del>	\$77.24
78	12" MJ x MJ 45 Degree - Less Acc	No Bid	\$127.00	\$135.82	<del>\$114.95</del>	\$115.30
79	3" MJ x MJ 22 1/2 Degree - Less Acc	No Bid	\$15.00	\$16.55	<del>\$14.00</del>	\$15.00
80	4" MJ x MJ 22 1/2 Degree - Less Acc	No Bid	\$23.00	\$25.25	<del>\$21.37</del>	\$21.43
81	6" MJ x MJ 22 1/2 Degree - Less Acc	No Bid	\$36.00	\$39.18	<del>\$33.16</del>	\$33.26
82	8" MJ x MJ 22 1/2 Degree - Less Acc	No Bid	\$57.00	\$60.95	<del>\$51.58</del>	\$51.73
83	10" MJ x MJ 22 1/2 Degree - Less Acc	No Bid	\$84.00	\$90.55	<del>\$76.63</del>	\$76.86
84	12" MJ x MJ 22 1/2 Degree - Less Acc	No Bid	\$112.00	\$118.85	<del>\$100.58</del>	\$100.89
85	3 x 3 All MJ Tee - Less Acc	No Bid	\$37.00	\$39.62	<del>\$33.53</del>	\$33.63
86	4 x 4 All MJ Tee - Less Acc	No Bid	\$39.00	\$42.23	<del>\$35.74</del>	\$35.84
87	6 x 6 All MJ Tee - Less Acc	No Bid	\$71.00	\$76.18	<del>\$64.47</del>	\$64.67

**TUPELO WATER & LIGHT DEPARTMENT**  
**BID TABULATION - WATER MATERIALS (12 Month Bid**  
**BID NO. 1407WL**  
**FEBRUARY 17, 2016**

Item	Product	Vendors				
		Central Pipe	Consolidated Pipe	G&C Supply	HD Supply	Southern Pipe
88	8 x 8 All MJ Tee - Less Acc	No Bid	\$113.00	\$114.50	<del>\$96.89</del>	\$97.19
89	10 x 10 All MJ Tee - Less Acc	No Bid	\$153.00	\$163.68	<del>\$138.53</del>	\$139.00
90	12 x 12 All MJ Tee - Less Acc	No Bid	\$214.00	\$228.53	<del>\$193.42</del>	\$194.00
91	4 x 3 MJ x MJ Reducer - Less Acc	No Bid	\$25.00	\$26.99	<del>\$22.84</del>	\$23.42
92	6 x 4 MJ x MJ Reducer - Less Acc	No Bid	\$28.00	\$30.48	<del>\$25.79</del>	\$25.86
93	8 x 4 MJ x MJ Reducer - Less Acc	No Bid	\$39.00	\$41.79	<del>\$35.37</del>	\$35.47
94	8 x 6 MJ x MJ Reducer - Less Acc	No Bid	\$41.00	\$44.40	\$52.59	<del>\$37.69</del>
95	10 x 4 MJ x MJ Reducer - Less Acc	No Bid	\$63.00	\$67.91	<del>\$57.47</del>	\$57.65
96	10 x 6 MJ x MJ Reducer - Less Acc	No Bid	\$53.00	\$57.46	<del>\$48.53</del>	\$48.78
97	10 x 8 MJ x MJ Reducer - Less Acc	No Bid	\$59.00	\$63.12	<del>\$53.42</del>	\$53.58
98	12 x 4 MJ x MJ Reducer - Less Acc	No Bid	\$81.00	\$87.06	<del>\$73.68</del>	\$73.91
99	12 x 6 MJ x MJ Reducer - Less Acc	No Bid	\$71.00	\$75.75	<del>\$64.11</del>	\$64.30
100	12 x 8 MJ x MJ Reducer - Less Acc	No Bid	\$73.00	\$77.92	<del>\$65.95</del>	\$66.15
101	12 x 10 MJ x MJ Reducer - Less Acc	No Bid	\$80.00	\$86.19	<del>\$72.95</del>	\$73.17
102	3" MJ Cap - Less Acc	No Bid	\$11.00	\$11.32	<del>\$9.58</del>	\$9.90
103	4" MJ Cap - Less Acc	No Bid	\$11.00	\$11.75	<del>\$9.95</del>	\$9.98
104	6" MJ Cap - Less Acc	No Bid	\$20.00	\$20.90	<del>\$17.68</del>	\$17.75
105	8" MJ Cap - Less Acc	No Bid	\$33.00	\$34.83	<del>\$29.47</del>	\$29.56
106	10" MJ Cap - Less Acc	No Bid	\$41.00	\$43.97	<del>\$37.21</del>	\$37.32
107	12" MJ Cap - Less Acc	No Bid	\$62.00	\$65.73	<del>\$55.63</del>	\$55.80
108	3" MJ Plug - Less Acc	No Bid	\$16.00	\$16.98	<del>\$14.37</del>	\$14.41
109	4" MJ Plug - Less Acc	No Bid	\$14.00	\$14.37	<del>\$12.16</del>	\$12.20
110	6" MJ Plug - Less Acc	No Bid	\$26.00	\$27.86	<del>\$23.58</del>	\$23.65
111	8" MJ Plug - Less Acc	No Bid	\$39.00	\$41.79	<del>\$35.37</del>	\$35.48
112	10" MJ Plug - Less Acc	No Bid	\$69.00	\$73.57	<del>\$62.26</del>	\$62.45
113	12" MJ Plug - Less Acc	No Bid	\$68.00	\$72.26	<del>\$61.16</del>	\$61.34
114	6" x 6" Swivel Tees	No Bid	\$83.00	\$87.93	\$104.08	<del>\$74.65</del>
115	6" x 13" Swivel Adapters	No Bid	\$82.00	\$87.06	<del>\$73.68</del>	\$73.91
116	3" x 3" Flange x Plain End DI Spool	No Bid	<del>\$96.00</del>	No Bid	No Bid	No Bid

**TUPELO WATER & LIGHT DEPARTMENT**  
**BID TABULATION - WATER MATERIALS (12 Month Bid**  
**BID NO. 1407WL**  
**FEBRUARY 17, 2016**

Item	Product	Vendors				
		Central Pipe	Consolidated Pipe	G&C Supply	HD Supply	Southern Pipe
117	3" x 6" Flange x Plain End DI Spool	No Bid	<b>\$96.00</b>	No Bid	No Bid	No Bid
118	3" x 12" Flange x Plain End DI Spool	No Bid	<b>\$96.00</b>	No Bid	No Bid	No Bid
119	4" x 3" Flange x Plain End DI Spool	No Bid	<b>\$74.00</b>	No Bid	No Bid	No Bid
120	4" x 6" Flange x Plain End DI Spool	No Bid	<b>\$74.00</b>	No Bid	No Bid	No Bid
121	4" x 12" Flange x Plain End DI Spool	No Bid	<b>\$74.00</b>	No Bid	No Bid	No Bid
122	3" MJ Bolt & Gasket Set - Less Gland	No Bid	\$6.90	\$10.50	\$6.26	<b>\$5.47</b>
123	3" Transition Bolt & Gasket Set - Less Gland	No Bid	\$6.25	\$11.00	\$6.26	<b>\$6.11</b>
124	4" MJ Bolt & Gasket Set - Less Gland	No Bid	\$7.80	\$14.00	\$7.00	<b>\$5.78</b>
125	4" Transition Bolt & Gasket Set - Less Gland	No Bid	\$7.80	\$15.00	\$7.74	<b>\$6.31</b>
126	6" MJ Bolt & Gasket Set - Less Gland	No Bid	\$9.50	\$17.50	\$8.84	<b>\$7.64</b>
127	8" MJ Bolt & Gasket Set - Less Gland	No Bid	\$10.50	\$18.95	\$9.58	<b>\$8.46</b>
128	10" MJ Bolt & Gasket Set - Less Gland	No Bid	\$14.00	\$28.00	\$12.16	<b>\$11.17</b>
129	12" MJ Bolt & Gasket Set - Less Gland	No Bid	\$14.85	\$30.00	\$13.26	<b>\$11.78</b>
130	3" Flange Packs	No Bid	\$3.50	\$5.00	\$4.28	<b>\$2.58</b>
131	4" Flange Packs	No Bid	\$5.75	\$7.50	\$5.54	<b>\$4.70</b>
132	6" Flange Packs	No Bid	\$9.25	\$11.50	\$8.61	<b>\$7.70</b>
133	8" Flange Packs	No Bid	\$10.00	\$13.95	\$9.63	<b>\$8.90</b>
134	10" Flange Packs	No Bid	\$19.75	\$24.00	\$19.06	<b>\$18.13</b>
135	12" Flange Packs	No Bid	\$20.00	\$26.00	\$20.94	<b>\$18.31</b>
136	5.25 x 3' Bury Fire Hydrant	No Bid	<b>\$1,521.00</b>	No Bid	No Bid	No Bid
137	5.25 x 3.5' Bury Fire Hydrant	No Bid	<b>\$1,557.00</b>	No Bid	No Bid	No Bid
138	5.25 x 4' Bury Fire Hydrant	No Bid	<b>\$1,594.00</b>	No Bid	No Bid	No Bid
139	5.25 x 4.5' Bury Fire Hydrant	No Bid	<b>\$1,637.00</b>	No Bid	No Bid	No Bid
140	5.25 x 5' Bury Fire Hydrant	No Bid	<b>\$1,665.00</b>	No Bid	No Bid	No Bid
141	5.25 x 5.5' Bury Fire Hydrant	No Bid	<b>\$1,699.00</b>	No Bid	No Bid	No Bid
142	5 1/4" Fire Hydrant 1' Extension Kit	No Bid	<b>\$529.00</b>	No Bid	No Bid	No Bid
143	5 1/4" Fire Hydrant 1'-6" Extension Kit	No Bid	<b>\$599.00</b>	No Bid	No Bid	No Bid
144	5 1/4" Fire Hydrant 2' Extension Kit	No Bid	<b>\$674.00</b>	No Bid	No Bid	No Bid
145	5 1/4" Fire Hydrant 2'-6" Extension Kit	No Bid	<b>\$960.00</b>	No Bid	No Bid	No Bid

**TUPELO WATER & LIGHT DEPARTMENT**  
**BID TABULATION - WATER MATERIALS (12 Month Bid**  
**BID NO. 1407WL**  
**FEBRUARY 17, 2016**

Item	Product	Vendors				
		Central Pipe	Consolidated Pipe	G&C Supply	HD Supply	Southern Pipe
146	5 1/4" Fire Hydrant 3' Extension Kit	No Bid	<b>\$998.00</b>	No Bid	No Bid	No Bid
147	5 1/4" Fire Hydrant 3'-6" Extension Kit	No Bid	<b>\$1,150.00</b>	No Bid	No Bid	No Bid
148	5 1/4" Fire Hydrant 4' Extension Kit	No Bid	<b>\$1,290.00</b>	No Bid	No Bid	No Bid
149	5 1/4" Fire Hydrant Flange Repair Kit	No Bid	<b>\$190.00</b>	No Bid	No Bid	No Bid
150	5 1/4" Fire Hydrant Main Valve Repair Kit	No Bid	<b>\$425.00</b>	No Bid	No Bid	No Bid
151	5 1/4" Fire Hydrant Bonnet Repair Kit	No Bid	<b>\$75.00</b>	No Bid	No Bid	No Bid
152	3/4" Corp Stop	No Bid	<b>\$29.00</b>	No Bid	\$23.24	No Bid
153	3/4" Curb Stop	No Bid	<b>\$49.00</b>	No Bid	\$28.37	No Bid
154	3/4" Meter Connector	No Bid	<b>\$9.00</b>	No Bid	\$6.92	No Bid
155	3/4" Copper Union	No Bid	<b>\$16.00</b>	No Bid	\$12.98	No Bid
156	3/4" Male Coupling	No Bid	<b>\$14.00</b>	No Bid	\$10.65	No Bid
157	3/4" Female Coupling	No Bid	<b>\$15.00</b>	No Bid	\$11.20	No Bid
158	3/4" Quarter Bend Union	No Bid	<b>\$20.00</b>	No Bid	\$16.77	No Bid
159	1" Corp Stop	No Bid	<b>\$45.00</b>	No Bid	\$35.15	No Bid
160	1" Curb Stop	No Bid	<b>\$74.00</b>	No Bid	\$50.55	No Bid
161	1" Meter Connector	No Bid	<b>\$12.00</b>	No Bid	\$10.65	No Bid
162	1" Copper Union	No Bid	<b>\$18.00</b>	No Bid	\$14.84	No Bid
163	1" Male Coupling	No Bid	<b>\$16.00</b>	No Bid	\$12.62	No Bid
164	1" Female Coupling	No Bid	<b>\$20.00</b>	No Bid	\$15.21	No Bid
165	1" Quarter Bend Union	No Bid	<b>\$26.00</b>	No Bid	\$21.54	No Bid
166	1 1/2" Curb Valve	No Bid	<b>\$89.00</b>	No Bid	\$117.88	No Bid
167	1 1/2" Male Coupling	No Bid	<b>\$44.00</b>	No Bid	\$34.56	No Bid
168	1 1/2" Female Coupling	No Bid	<b>\$57.00</b>	No Bid	\$44.21	No Bid
169	1 1/2" Copper Union	No Bid	<b>\$64.00</b>	No Bid	\$49.66	No Bid
170	1 1/2" Quarter Bend Union	No Bid	<b>\$89.00</b>	No Bid	\$69.16	No Bid
171	2" Curb Valve	No Bid	<b>\$224.00</b>	No Bid	\$171.72	No Bid
172	2" Male Coupling	No Bid	<b>\$64.00</b>	No Bid	\$50.36	No Bid
173	2" Female Coupling	No Bid	<b>\$67.00</b>	No Bid	\$52.64	No Bid
174	2" Copper Union	No Bid	<b>\$86.00</b>	No Bid	\$67.04	No Bid

**TUPELO WATER & LIGHT DEPARTMENT**  
**BID TABULATION - WATER MATERIALS (12 Month Bid**  
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Item	Product	Vendors				
		Central Pipe	Consolidated Pipe	G&C Supply	HD Supply	Southern Pipe
175	2" Quarter Bend Union	No Bid	<del>\$180.00</del>	No Bid	\$139.93	No Bid
176	1 1/2" Meter Flange Packs	No Bid	\$28.00	No Bid	\$18.93	\$23.76
177	2" Meter Flange Packs	No Bid	\$30.00	<del>\$19.50</del>	\$24.19	\$30.12
178	3/4" x 3" Brass Nipple	No Bid	\$3.25	\$2.62	\$2.41	<del>\$2.20</del>
179	3/4" x 6" Brass Nipple	No Bid	\$5.10	\$4.98	<del>\$4.60</del>	\$4.70
180	1" x 3" Brass Nipple	No Bid	\$4.50	\$3.80	\$3.51	<del>\$3.48</del>
181	1" x 6" Brass Nipple	No Bid	\$7.25	\$7.28	\$6.73	<del>\$6.70</del>
182	1 1/2" x 3" Brass Nipple	No Bid	\$9.50	\$6.65	\$6.15	<del>\$6.08</del>
183	1 1/2" x 6" Brass Nipple	No Bid	\$13.50	\$12.81	\$11.82	<del>\$11.80</del>
184	2" x 3" Brass Nipple	No Bid	\$9.00	\$8.52	\$7.86	<del>\$7.78</del>
185	2" x 6" Brass Nipple	No Bid	\$15.50	\$16.46	\$15.20	<del>\$15.06</del>
186	1 1/2" x 3/4" IPS Service Saddle	\$11.66	\$11.42	<del>\$11.02</del>	\$11.04	No Bid
187	1 1/2" x 1" IPS Service Saddle	\$11.66	\$11.43	<del>\$11.02</del>	\$11.04	No Bid
188	2" x 3/4" IPS Service Saddle	\$10.36	\$10.15	<del>\$9.79</del>	\$9.81	No Bid
189	2" x 3/4" PVC Service Saddle	\$10.36	\$10.15	<del>\$9.79</del>	\$9.81	No Bid
190	2" x 1" IPS Service Saddle	\$10.36	\$10.16	<del>\$9.79</del>	\$9.81	No Bid
191	2" x 1" PVC Service Saddle	\$10.36	\$10.16	<del>\$9.79</del>	\$9.81	No Bid
192	4" x 3/4" PVC Service Saddle	\$18.16	\$17.49	<del>\$17.16</del>	\$17.20	No Bid
193	4" x 1" PVC Service Saddle	\$18.16	\$17.50	<del>\$17.16</del>	\$17.20	No Bid
194	4" x 1 1/2" PVC Service Saddle	\$25.00	\$23.98	<del>\$23.17</del>	\$23.22	No Bid
195	4" x 2" PVC Service Saddle	\$25.00	\$24.48	<del>\$23.63</del>	\$23.68	No Bid
196	6" x 3/4" DIPS Service Saddle	\$18.68	\$18.32	<del>\$17.65</del>	\$17.69	No Bid
197	6" x 1" DIPS Service Saddle	\$18.68	\$18.33	<del>\$17.65</del>	\$17.69	No Bid
198	6" x 1 1/2" DIPS Service Saddle	\$23.02	\$22.49	<del>\$21.76</del>	\$21.81	No Bid
199	6" x 2" DIPS Service Saddle	\$23.02	\$22.50	<del>\$21.76</del>	\$21.81	No Bid
200	8" x 3/4" DIPS Service Saddle	\$22.09	\$21.25	<del>\$20.88</del>	\$20.93	No Bid
201	8" x 1" DIPS Service Saddle	\$22.09	\$21.26	<del>\$20.88</del>	\$20.93	No Bid
202	8" x 1 1/2" DIPS Service Saddle	\$24.71	\$23.25	<del>\$23.07</del>	\$23.13	No Bid
203	8" x 2" DIPS Service Saddle	\$24.71	\$24.24	<del>\$23.36</del>	\$23.41	No Bid

**TUPELO WATER & LIGHT DEPARTMENT**  
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Item	Product	Vendors				
		Central Pipe	Consolidated Pipe	G&C Supply	HD Supply	Southern Pipe
204	10" x 1 1/2" DIPS Service Saddle	\$24.71	\$33.75	<del>\$33.03</del>	\$33.11	No Bid
205	10" x 2" DIPS Service Saddle	\$24.71	\$33.76	<del>\$33.03</del>	\$33.11	No Bid
206	12" x 1 1/2" DIPS Service Saddle	\$34.98	\$36.95	<del>\$35.70</del>	\$35.79	No Bid
207	12" x 2" DIPS Service Saddle	\$34.98	\$37.75	<del>\$36.43</del>	\$36.52	No Bid
208	18" x 24" Bury Cast Iron Valve Box	No Bid	\$26.00	\$25.85	<del>\$24.21</del>	\$26.13
209	24" x 36" Bury Cast Iron Valve Box	No Bid	\$37.00	\$37.00	<del>\$34.74</del>	\$37.50
210	36" x 48" Bury Cast Iron Valve Box	No Bid	<del>\$50.00</del>	\$52.80	\$50.53	\$47.72
211	1 1/2" Cast Iron Water Valve Box Riser	No Bid	\$9.00	\$8.75	\$7.26	<del>\$7.00</del>
212	2" Cast Iron Water Valve Box Riser	No Bid	\$10.00	\$10.00	\$7.89	<del>\$7.80</del>
213	4" Cast Iron Water Valve Box Riser	No Bid	\$14.25	\$14.00	\$14.68	<del>\$12.50</del>
214	Manhole Ring & Cover	No Bid	\$299.00	\$228.63	<del>\$183.16</del>	\$210.00
215	Manhole Ring & Cover	No Bid	\$299.00	\$243.91	<del>\$183.16</del>	\$210.00
216	1 1/2" Cast Iron Manhole Riser Ring	No Bid	\$149.00	\$141.68	\$64.21	<del>\$60.00</del>
217	2" Cast Iron Manhole Riser Ring	No Bid	\$149.00	\$153.24	\$66.32	<del>\$65.00</del>
218	Cast Iron Meter Box	No Bid	\$31.00	\$30.00	<del>\$29.47</del>	\$30.00
219	4" Bell Joint Repair Kit	\$90.28	\$88.50	<del>\$84.60</del>	\$85.53	No Bid
220	6" Bell Joint Repair Kit	\$99.43	\$97.50	<del>\$93.22</del>	\$94.20	No Bid
221	8" Bell Joint Repair Kit	\$137.39	\$134.75	<del>\$128.80</del>	\$130.16	No Bid
222	10" Bell Joint Repair Kit	\$172.63	\$169.25	<del>\$161.84</del>	\$163.55	No Bid
223	12" Bell Joint Repair Kit	\$186.72	\$183.00	<del>\$174.99</del>	\$176.89	No Bid
224	8" x 4" Inserta Tee PVC SDR26 x Sch 40	No Bid	<del>\$61.00</del>	No Bid	No Bid	\$63.52
225	8" x 6" Inserta Tee PVC SDR26 x Sch 40	No Bid	\$79.75	No Bid	No Bid	<del>\$78.83</del>
226	10" x 4" Inserta Tee PVC SDR26 x Sch 40	No Bid	\$75.50	No Bid	No Bid	<del>\$74.73</del>
227	10" x 6" Inserta Tee PVC SDR26 x Sch 40	No Bid	\$89.25	No Bid	No Bid	<del>\$88.33</del>
228	12" x 4" Inserta Tee PVC SDR26 x Sch 40	No Bid	\$75.50	No Bid	No Bid	<del>\$74.73</del>
229	12" x 6" Inserta Tee PVC SDR26 x Sch 40	No Bid	\$89.25	No Bid	No Bid	<del>\$88.33</del>
230	4" Flexible Sewer Coupling CIPVC x CIPVC	\$4.35	<del>\$3.50</del>	\$3.74	\$3.64	\$3.65
231	4" Flexible Sewer Coupling Clay x CIPVC	\$4.35	\$3.80	\$3.74	<del>\$3.64</del>	\$3.81
232	6" Flexible Sewer Coupling CIPVC x CIPVC	\$9.30	<del>\$7.50</del>	\$8.01	\$7.78	\$8.13

**TUPELO WATER & LIGHT DEPARTMENT**  
**BID TABULATION - WATER MATERIALS (12 Month Bid**  
**BID NO. 1407WL**  
**FEBRUARY 17, 2016**

Item	Product	Vendors				
		Central Pipe	Consolidated Pipe	G&C Supply	HD Supply	Southern Pipe
233	6" Flexible Sewer Coupling Clay x CIPVC	\$9.30	<del>\$7.50</del>	\$8.01	\$7.78	\$8.56
234	8" Flexible Sewer Coupling CIPVC x CIPVC	\$14.31	<del>\$11.50</del>	\$12.31	\$11.97	\$11.89
235	8" Flexible Sewer Coupling Clay x CIPVC	\$14.31	<del>\$11.50</del>	\$12.31	\$12.93	\$11.95
236	8" Flexible Sewer Coupling Concrete x CIPVC	\$43.27	\$12.50	\$13.30	\$12.93	<del>\$11.19</del>
237	10" Flexible Sewer Coupling CIPVC x CIPVC	\$21.48	\$17.50	\$18.48	\$17.97	<del>\$15.54</del>
238	10" Flexible Sewer Coupling Clay x CIPVC	\$21.48	<del>\$17.50</del>	\$18.48	\$17.97	\$18.32
239	10" Flexible Sewer Coupling Concrete x CIPVC	\$60.15	<del>\$17.50</del>	\$18.48	\$17.97	\$18.04
240	12" Flexible Sewer Coupling CIPVC x CIPVC	\$25.07	\$20.50	\$21.57	\$20.97	<del>\$18.30</del>
241	12" Flexible Sewer Coupling Clay x CIPVC	\$25.07	<del>\$20.50</del>	\$21.57	\$20.97	\$20.89
242	12" Flexible Sewer Coupling Concrete x CIPVC	\$70.20	\$21.50	\$21.57	<del>\$20.97</del>	\$25.49

# 11.14



# Memo

**To:** Mayor Shelton and City Council  
**From:** Chuck Williams CW  
**CC:** Don Lewis, Kim Hanna, Missy Shelton  
**Date:** March 10, 2016  
**Re:** Curb and Gutter 1413PW

---

Bid 1413PW Curb and Gutter

Bid Opening: 10:00 a.m. Wednesday, March 9, 2016

Attendance:

Missy Shelton	Finance Department
Amanda Daniel	Public Works Department

One bidder responded to our requests for bids. We recommend Slayton Concrete Construction be approved with a bid.

Up to 2000 Linear feet of broom finish..... \$18.50/Linear Ft

Labor Only per Linear Foot broom finish..... \$10.00/Linear Ft

Up to 500 Linear feet of aggregate finish..... \$18.50/Linear Ft

Labor Only per Linear Foot aggregate finish..... \$10.00/Linear Ft



## CITY OF TUPELO BID TABULATION

BID NU: 1413PW

TIME: 10:00 a.m.

DATE: 3-9-16

[illegible]

# MINUTE ENTRY SIGN UP SHEET

DATE 3-9-16

TIME 10 am

BID # 1413 PW

DEPARTMENT PW

PROJECT Curb + Gutter

## ATTENDANCE

## COMPANY

Missy Shelton

CDT

Amanda Daniel

Public Works

# INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS  
PUBLIC WORKS DEPARTMENT

Invitation No. 1413PW

Public Works Department

TO \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A.M. March 9, 20 16, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By \_\_\_\_\_

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
5. Bidder must show evidence of Worker's Compensation insurance submitted with bid.				
6. Bid must show evidence of \$1,000,000 general liability insurance with submitted bid.				
7. Bidder must have and show evidence of Mississippi State Contractor's license with submitted bid.				
8. Bidder must have current Privilege License with the City of Tupelo and show proof with submitted bid.				
9. Successful bidder must provide traffic control when needed.				
10. Successful bidder must be willing to accept curb and gutter jobs as short as ten linear feet.				
11. The City of Tupelo reserves the right to reject any and all bids, to waive any informalities in the bid, or award the bid to whomever they may choose.				
*of the Mississippi Standard Specifications for Road and Bridge Construction 1990 edition by the Mississippi Department of Transportation				
Up to 2,000 linear feet of broom finish Price per linear foot - broom finish.....		\$18.50	PER LINEAR FT	
Labor only Per per linear foot - broom finish.....		\$10.00	PER LINEAR FT	

CITY MAY EXPECT DELIVERY BY

7

DATE 3/9/16

BIDDER SLATTON'S CONCRETE

ADDRESS 111 CO # 1119 SALTILLO 38868

TELEPHONE 869-1766

BY Ray Slayton





## **CONDITIONS**

1. The City reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the City or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern.
2. Time, in connection with discount offered, will be computed from date of delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.
3. In case of default of the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the City may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event the City may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials, and supplies by contract or otherwise, and the contractor and his sureties (if any), shall be liable to the City for any excess cost occasioned the City thereby: PROVIDED, That the contractor shall not be charged with any excess cost occasioned by the City by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor including, but not restricted to acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather.
5. Prices bid herein include any Federal Tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or charged by the City, State, or Federal Government after the date set for the opening of this bid and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such charge will be charged to the City and entered on vouchers (or invoices) as separate items.

## **INSTRUCTIONS TO BIDDER**

1. Samples of items, when required, must be furnished, free of expense, prior to the opening of the bids, and, if not destroyed, will upon request be returned at the bidder's expense.
2. Prices should be stated in units of quantity specified, with packing including.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.
4. Envelopes containing bids must be sealed and marked on the lower left-hand corner with the name and address of the bidder and the date and hour of opening, and addressed as instructed.

# 7.15 + # 7.16

## Public Works Department Memorandum

To: Mayor Shelton and City Council

From: Mr. Chuck Williams *CW*

VIA: Don Lewis  
Kim Hanna

Re: Bid approval

Date: Thursday, March 10, 2016

Copy: Missy Shelton

Bid Openings: 10:00 A.M. March 9, 2016

1411PW Riprap, Surge, and Gabion Stone  
1412PW Crusher Run

### Attendance:

Missy Shelton  
Amanda Daniel

City Finance Department  
Public Works Department

**1411PW Rip Rap, Surge, & Gabion Stone:** Two bidders responded. We recommend that Booneville Trucking be approved as the low bidder to supply 300lb and 100lb rip rap, 8" surge rock, 6" Gabion stone, and No.1 Stone (3"rock). We request that Nunley Trucking be the alternate bidder as appropriately needed.

### PW Tabulations:

Vendor	Booneville Trucking	Nunley Trucking
300lb Rip Rap	19.44/Ton	22.50/Ton
100lb Rip Rap	19.44/Ton	22.50/Ton
8 inch Surge Rock	18.49/Ton	22.50/Ton
6 inch Surge Rock	19.14/Ton	23.50/Ton
No.1 Stone (3 inch)	17.59/Ton	21.50/Ton

**1412PW Crusher Run:** Three bidders responded. We recommend the low bidder, Booneville Trucking with a bid of 17.44 per ton. We also Recommend that Poe Brothers Trucking be the alternate bidder.

Vendor	Booneville Trucking	Nunley Trucking
Delivery/Supply Crusher Run	17.44/Ton	19.79/Ton

# MINUTE ENTRY SIGN UP SHEET

DATE 3-9-16

TIME 10 am

BID # 1411 PW

DEPARTMENT PW

PROJECT Rip Rap, Surge, Gabion Stone

ATTENDANCE

COMPANY

Missy Shelton

COT

Amanda Daniel

Public Works

BID NU: 1411PW TIME: 10:00 a.m. DATE: 3-9-16

DATE: 3-9-16

[illegible]



# INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS  
PUBLIC WORKS DEPARTMENT

Invitation No. 1411PW

Public Works Department

TO City of Tupelo

ADDRESS 71 East Troy St Tupelo MS 38802

DATE 2-18-16

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A M March 9, 20 16, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By Missy Shelton

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
The City of Tupelo Public Works Department is accepting bids for the delivery and supply of rip rap, surge and gabion stone for a twelve month period.				
Delivery will be to the Public Works Department stockyard at the corner of Franklin and Commerce unless otherwise requested. All deliveries will be within the City limits of Tupelo. If the approved bidder is unable to supply and deliver within five working days of the order, the alternate bidder will be contacted.				
<b>SPECIFICATIONS:</b>				
Cumulative percent lighter stone weight; pounds by weight.				
Maximum quantity to be 5,000 tons.				
300 pound rip rap per ton delivered.....				
100                      300				
80 - 90                150				
50 - 70                90				
25 - 40                50				
5 - 20                 25				
0 - 5                  less than 15				

# 19.44

CITY MAY EXPECT DELIVERY BY AS needed

DATE 2-25-2016

BIDDER Booneville Trucking & Repair Service, Inc

ADDRESS Po Box 243 Booneville MS 38829

TELEPHONE (662) 728-4658 - FAX Same

BY Larry Lee Cosby



## CONDITIONS

1. The City reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the City or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern.
2. Time, in connection with discount offered, will be computed from date of delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.
3. In case of default of the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the City may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event the City may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials, and supplies by contract or otherwise, and the contractor and his sureties (if any), shall be liable to the City for any excess cost occasioned the City thereby: PROVIDED, That the contractor shall not be charged with any excess cost occasioned by the City by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor including, but not restricted to acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather.
5. Prices bid herein include any Federal Tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or charged by the City, State, or Federal Government after the date set for the opening of this bid and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such charge will be charged to the City and entered on vouchers (or invoices) as separate items.

## INSTRUCTIONS TO BIDDER

1. Samples of items, when required, must be furnished, free of expense, prior to the opening of the bids, and, if not destroyed, will upon request be returned at the bidder's expense.
2. Prices should be stated in units of quantity specified, with packing including.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.
4. Envelopes containing bids must be sealed and marked on the lower left-hand corner with the name and address of the bidder and the date and hour of opening, and addressed as instructed.

# INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS  
PUBLIC WORKS DEPARTMENT

Invitation No. 1411PW

Public Works Department

TO CITY OF TUPELO

ADDRESS 71 East Troy St. Tupelo MS 38802

DATE 2-18-16

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A M March 9, 20 16, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By \_\_\_\_\_

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
Maximum quantity to be 5,000 tons.				
100 pound rip rap per ton delivered.....			\$19.44	
100 90				
80 - 90 50				
50 - 65 25				
25 - 40 15				
5 - 20 7				
0 - 5 less than 4				
Maximum quantity to be 2,500 tons.				
Surge - 8 inch rock and down.....			\$18.49	
Maximum quantity to be 2,500 tons				
Gabion Stone - 6" rock.....			\$19.14	
#1 Stone (3" rock).....			\$17.59	

CITY MAY EXPECT DELIVERY BY AS Needed

DATE 2-25-2016

BIDDER Booneville Trucking & Repair Service, Inc

ADDRESS PO Box 243 Booneville MS 38829

TELEPHONE (662) 728-4658- FAX SAME

BY Larry Joe Cosby 2



## CONDITIONS

1. The City reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the City or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern.
2. Time, in connection with discount offered, will be computed from date of delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.
3. In case of default of the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the City may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event the City may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials, and supplies by contract or otherwise, and the contractor and his sureties (if any), shall be liable to the City for any excess cost occasioned the City thereby: PROVIDED, That the contractor shall not be charged with any excess cost occasioned by the City by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor including, but not restricted to acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather.
5. Prices bid herein include any Federal Tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or charged by the City, State, or Federal Government after the date set for the opening of this bid and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such charge will be charged to the City and entered on vouchers (or invoices) as separate items.

## INSTRUCTIONS TO BIDDER

1. Samples of items, when required, must be furnished, free of expense, prior to the opening of the bids, and, if not destroyed, will upon request be returned at the bidder's expense.
2. Prices should be stated in units of quantity specified, with packing including.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.
4. Envelopes containing bids must be sealed and marked on the lower left-hand corner with the name and address of the bidder and the date and hour of opening, and addressed as instructed.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

Cornerstone Ins & Financial, Inc  
1108 North Second Street  
P O Box 222  
Booneville MS 38829

CONTACT NAME: Kayla Ballinger

PHONE (A/C, No, Ext): (662) 728-4477

FAX (A/C, No): (662) 728-4478

E-MAIL ADDRESS: kayla.ballinger@fmbcornerstone.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Bridgefield Casualty Insurance	10335
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

**INSURED**

Booneville Trucking & Repair Service, Inc.  
P.O. Box 243  
Booneville MS 38829

**COVERAGES**

CERTIFICATE NUMBER: CL1622402416

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ex occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ex accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> REVENCTIONS <input type="checkbox"/>						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A	0199-00473	10/3/2015	10/3/2016	E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

Booneville Trucking & Repair Service, Inc.  
P.O. Box 243  
Booneville, MS 38829

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 10/2/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Transportation Ins. Services Inc. 405 West College Street P.O. Box 328 Booneville MS 38829	<b>CONTACT NAME:</b> Valerie Roberts / Karen Edge <b>PHONE (A/C No. Ext.):</b> (662) 720-1150 <b>FAX (A/C No.):</b> (662) 720-1163 <b>E-MAIL ADDRESS:</b> vroberts@transportationins.net <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Accident Insurance Company INSURER B: National Liab. & Fire Ins. Co. INSURER C: Atlantic Specialty INSURER D: INSURER E: INSURER F:
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**COVERAGES** **CERTIFICATE NUMBER:** 15-16 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			Cpf000548403	9/7/2015	9/7/2016	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person) \$ 1,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:						GENERAL AGGREGATE \$ 1,000,000	
							PRODUCTS - COMP/OP AGG \$ incl	
B	<input type="checkbox"/> AUTOMOBILE LIABILITY			TBA	10/4/2015	10/4/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$	
							\$	
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$	
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A					E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$	
C	Cargo			TBACARGO	10/4/2015	10/4/2016	\$20,000 Limit	
							\$1,000 deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**
**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Valerie Roberts/VR <i>Valerie Roberts</i>

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# INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS  
PUBLIC WORKS DEPARTMENT

Invitation No. 1411PW

Public Works Department

TO Nunley Trucking Co Inc

ADDRESS P.O. Box 415 Iuka, MS 38852

DATE 2-18-16

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock AM March 9, 20 16, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

## CITY OF TUPELO

By Missy Shelton

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT													
			DOL.	CTS.												
<p>The City of Tupelo Public Works Department is accepting bids for the delivery and supply of rip rap, surge and gabion stone for a twelve month period.</p> <p>Delivery will be to the Public Works Department stockyard at the corner of Franklin and Commerce unless otherwise requested. All deliveries will be within the City limits of Tupelo. If the approved bidder is unable to supply and deliver within five working days of the order, the alternate bidder will be contacted.</p> <p><b>SPECIFICATIONS:</b> Cumulative percent lighter stone weight; pounds by weight.</p> <p>Maximum quantity to be 5,000 tons.</p> <p>300 pound rip rap per ton delivered.....</p> <table><tr><td>100</td><td>300</td></tr><tr><td>80 - 90</td><td>150</td></tr><tr><td>50 - 70</td><td>90</td></tr><tr><td>25 - 40</td><td>50</td></tr><tr><td>5 - 20</td><td>25</td></tr><tr><td>0 - 5</td><td>less than 15</td></tr></table>	100	300	80 - 90	150	50 - 70	90	25 - 40	50	5 - 20	25	0 - 5	less than 15				
100	300															
80 - 90	150															
50 - 70	90															
25 - 40	50															
5 - 20	25															
0 - 5	less than 15															

CITY MAY EXPECT DELIVERY BY AnyTime

DATE Nunley Trucking Co Inc / 2-24-16

BIDDER

ADDRESS PO Box 415 Iuka, MS 38852

TELEPHONE 662-424-0080

BY Hamon Nunley



## **CONDITIONS**

1. The City reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the City or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern.
2. Time, in connection with discount offered, will be computed from date of delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.
3. In case of default of the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the City may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event the City may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials, and supplies by contract or otherwise, and the contractor and his sureties (if any), shall be liable to the City for any excess cost occasioned the City thereby: PROVIDED, That the contractor shall not be charged with any excess cost occasioned by the City by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor including, but not restricted to acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather.
5. Prices bid herein include any Federal Tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or charged by the City, State, or Federal Government after the date set for the opening of this bid and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such charge will be charged to the City and entered on vouchers (or invoices) as separate items.

## **INSTRUCTIONS TO BIDDER**

1. Samples of items, when required, must be furnished, free of expense, prior to the opening of the bids, and, if not destroyed, will upon request be returned at the bidder's expense.
2. Prices should be stated in units of quantity specified, with packing including.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.
4. Envelopes containing bids must be sealed and marked on the lower left-hand corner with the name and address of the bidder and the date and hour of opening, and addressed as instructed.



# INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS  
PUBLIC WORKS DEPARTMENT

Invitation No. 1411PW

Public Works Department

TO Munley Trucking Co Inc

ADDRESS P.O. Box 415 Iuka MS 38852

DATE \_\_\_\_\_

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A M March 9, 20 16, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By \_\_\_\_\_

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
Maximum quantity to be 5,000 tons.				
100 pound rip rap per ton delivered.....	TON	\$ 22. <sup>50</sup> / <sub>=</sub>		
100      90				
80 - 90    50				
50 - 65    25				
25 - 40    15				
5 - 20      7				
0 - 5      less than 4				
Maximum quantity to be 2,500 tons.				
Surge - 8 inch rock and down.....	TON	\$ 22. <sup>50</sup> / <sub>=</sub>		
Maximum quantity to be 2,500 tons				
Gabion Stone - 6" rock.....	TON	\$ 23. <sup>50</sup> / <sub>=</sub>		
#1 Stone (3" rock).....	TON	\$ 21. <sup>50</sup> / <sub>=</sub>		

CITY MAY EXPECT DELIVERY BY Any Time

DATE 2-24-16

BIDDER Munley Trucking Co, Inc

ADDRESS P.O. Box 415 Iuka MS 38852

TELEPHONE 662-424-0080

BY Harman Munley



## CONDITIONS

1. The City reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the City or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern.
2. Time, in connection with discount offered, will be computed from date of delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.
3. In case of default of the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the City may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event the City may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials, and supplies by contract or otherwise, and the contractor and his sureties (if any), shall be liable to the City for any excess cost occasioned the City thereby: PROVIDED, That the contractor shall not be charged with any excess cost occasioned by the City by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor including, but not restricted to acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather.
5. Prices bid herein include any Federal Tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or charged by the City, State, or Federal Government after the date set for the opening of this bid and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such charge will be charged to the City and entered on vouchers (or invoices) as separate items.

## INSTRUCTIONS TO BIDDER

1. Samples of items, when required, must be furnished, free of expense, prior to the opening of the bids, and, if not destroyed, will upon request be returned at the bidder's expense.
2. Prices should be stated in units of quantity specified, with packing including.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.
4. Envelopes containing bids must be sealed and marked on the lower left-hand corner with the name and address of the bidder and the date and hour of opening, and addressed as instructed.

# INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS  
PUBLIC WORKS DEPARTMENT

Invitation No. 1412PW

Public Works Department

TO City OF Tupelo

ADDRESS 71 East Hwy St tupelo ms 38802

DATE 2-18-16

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A M March 9, 20 16, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By Missy Shelton  
PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT													
			DOL.	CTS.												
<p>The City of Tupelo Public Works Department is accepting bids for the delivery and supply of crusher run for a twelve month period.</p> <p>Delivery will be to the Public Works Department stockyard at the corner of Franklin and Commerce unless otherwise requested. All deliveries will be within the City limits of Tupelo. If the approved bidder is unable to supply and deliver within five working days of the order, the alternate bidder will be contacted. A letter must be supplied by the low vendor stating they are unable to supply.</p> <p>Material for construction of the granular courses shall be crushed limestone, free of organic matter, debris, clay lumps and other extraneous material, and shall be reasonably well graded within the following limits:</p> <table><thead><tr><th><u>Sieve Size</u></th><th><u>Percentage Passing</u></th></tr></thead><tbody><tr><td>1"</td><td>90 - 100</td></tr><tr><td>3/8"</td><td>45 - 85</td></tr><tr><td>No. 4</td><td>30 - 65</td></tr><tr><td>No. 40</td><td>15 - 30</td></tr><tr><td>No. 200</td><td>4 - 15</td></tr></tbody></table> <p>Random testing and truck weight measurements may be performed by the City of Tupelo. The City of Tupelo reserves the right to reject any material considered to be objectionable.</p>	<u>Sieve Size</u>	<u>Percentage Passing</u>	1"	90 - 100	3/8"	45 - 85	No. 4	30 - 65	No. 40	15 - 30	No. 200	4 - 15				
<u>Sieve Size</u>	<u>Percentage Passing</u>															
1"	90 - 100															
3/8"	45 - 85															
No. 4	30 - 65															
No. 40	15 - 30															
No. 200	4 - 15															

CRUSHER RUN  
PER TON  
DELIVERED

\$ 17.44

CITY MAY EXPECT DELIVERY BY AS Needed

DATE 2-25-2016

BIDDER Booneville Trucking & Repair Service, Inc.

ADDRESS Po Box 243 Booneville, MS 38825

TELEPHONE (662) 728-4658 FAX Same

BY Larry Joe Cosby



## CONDITIONS

1. The City reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the City or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern.
2. Time, in connection with discount offered, will be computed from date of delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.
3. In case of default of the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the City may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event the City may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials, and supplies by contract or otherwise, and the contractor and his sureties (if any), shall be liable to the City for any excess cost occasioned the City thereby: PROVIDED, That the contractor shall not be charged with any excess cost occasioned by the City by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor including, but not restricted to acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather.
5. Prices bid herein include any Federal Tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or charged by the City, State, or Federal Government after the date set for the opening of this bid and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such charge will be charged to the City and entered on vouchers (or invoices) as separate items.

## INSTRUCTIONS TO BIDDER

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# INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS  
PUBLIC WORKS DEPARTMENT

Invitation No. 1412PW

Public Works Department

TO Nunley Trucking Co Inc

ADDRESS P.O. Box 415 Iuka, MS 38852 DATE 2-18-16

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A M March 9, 20 16, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By Missy Shelton

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT													
			DOL.	CTS.												
<p>The City of Tupelo Public Works Department is accepting bids for the delivery and supply of crusher run for a twelve month period.</p> <p>Delivery will be to the Public Works Department stockyard at the corner of Franklin and Commerce unless otherwise requested. All deliveries will be within the City limits of Tupelo. If the approved bidder is unable to supply and deliver within five working days of the order, the alternate bidder will be contacted. A letter must be supplied by the low vendor stating they are unable to supply.</p> <p>Material for construction of the granular courses shall be crushed limestone, free of organic matter, debris, clay lumps and other extraneous material, and shall be reasonably well graded within the following limits:</p> <table><thead><tr><th>Sieve Size</th><th>Percentage Passing</th></tr></thead><tbody><tr><td>1"</td><td>90 - 100</td></tr><tr><td>3/8"</td><td>45 - 85</td></tr><tr><td>No. 4</td><td>30 - 65</td></tr><tr><td>No. 40</td><td>15 - 30</td></tr><tr><td>No. 200</td><td>4 - 15</td></tr></tbody></table> <p>Random testing and truck weight measurements may be performed by the City of Tupelo. The City of Tupelo reserves the right to reject any material considered to be objectionable.</p>	Sieve Size	Percentage Passing	1"	90 - 100	3/8"	45 - 85	No. 4	30 - 65	No. 40	15 - 30	No. 200	4 - 15				
Sieve Size	Percentage Passing															
1"	90 - 100															
3/8"	45 - 85															
No. 4	30 - 65															
No. 40	15 - 30															
No. 200	4 - 15															

Crusher Run = 10<sup>50</sup> 19.

CITY MAY EXPECT DELIVERY BY

Any Time

DATE 2/24/16

BIDDER Nunley Trucking Co Inc

ADDRESS P.O. Box 415 Iuka, MS 38852

TELEPHONE 662-424-0080

BY Norman Nunley





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Transportation Ins. Services Inc. 405 West College Street P.O. Box 328 Booneville MS 38829	<b>CONTACT NAME:</b> Valerie Roberts / Karen Edge <b>PHONE (A/C No. Exp):</b> (662) 720-1150 <b>FAX (A/C No.):</b> (662) 720-1163 <b>E-MAIL ADDRESS:</b> vroberts@transportationins.net <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Accident Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: National Liab. &amp; Fire Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER C: Atlantic Specialty</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Accident Insurance Company		INSURER B: National Liab. & Fire Ins. Co.		INSURER C: Atlantic Specialty		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Accident Insurance Company															
INSURER B: National Liab. & Fire Ins. Co.															
INSURER C: Atlantic Specialty															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> Booneville Trucking & Repair Services, Inc. P.O. Box 243 Booneville MS 38829															

**COVERAGES**

CERTIFICATE NUMBER: 15-16

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPF000548403	9/7/2015	9/7/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ incl \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			TBA	10/4/2015	10/4/2016	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Cargo			TBACARGO	10/4/2015	10/4/2016	\$20,000 Limit \$1,000 deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 2000 Freightliner 1FU7DCYB9VMF45547  
 2000 Team 1P9DH2405VT320058

**CERTIFICATE HOLDER****CANCELLATION**

To Whom It May Concern

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Valerie Roberts/VR



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## PRODUCER

Cornerstone Ins & Financial, Inc  
1108 North Second Street  
P O Box 222  
Booneville MS 38829

CONTACT NAME: Kayla Ballinger

PHONE (A/C, No, Ext): (662) 728-4477

FAX (A/C, No): (662) 728-4478

E-MAIL ADDRESS: kayla.ballinger@fmbcornerstone.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Bridgefield Casualty Insurance

10335

## INSURED

Booneville Trucking & Repair Service, Inc.  
P.O. Box 243

Booneville

MS 38829

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER: CL1622402416

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (For occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (For accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/>	N/A	0199-00473	10/3/2015	10/3/2016	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

Booneville Trucking & Repair Service, Inc.  
PO Box 243  
Booneville, MS 38829

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

INS025 (201401)

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# 7.17

**JBHM**  
Architecture

**JBHM Architects, PA**  
105 Court Street  
Tupelo, Mississippi 38804

662 844 1822  
FAX 662 844 0971  
EMAIL info@jbhm.com

March 9, 2016

Chuck Williams, Public Works Director  
City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

**RE: City of Tupelo, Interchange Landscape Improvements, Tupelo, MS**

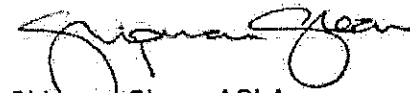
Dear Mr. Williams:

Bids were received March 4, 2016, on the above-noted project. The apparent low bidder for this project is Michael Hatcher & Associates, with a base bid of \$74,590.00.

It is my recommendation to accept Michael Hatcher & Associates based upon their submitted proposal.

If you have any questions or concerns, please feel free to give me a call at (662) 844-1822.

Sincerely,



Shipman Sloan, ASLA

pc: Don Lewis, CFO; Missy Shelton, Finance; File 16005.00.01

ARCHITECTURE  
PLANNING  
LANDSCAPE ARCHITECTURE  
INTERIOR DESIGN  
GRAPHIC DESIGN  
PROGRAM MANAGEMENT

OFFICES  
Biloxi, (C.A.)  
Columbus  
Jackson  
Tupelo

PRINCIPALS  
JOSEPH S. HENDERSON, AIA  
WILLIAM M. LEWIS, AIA  
RICHARD H. MCNEEL, AIA







# Document A101™ – 2007

## *Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum*

**AGREEMENT** made as of the Ninth day of March in the year Two Thousand Sixteen

**BETWEEN** the Owner:

City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

Telephone Number: 662-841-6513  
Fax Number: 662-840-2075

and the Contractor:

Michael Hatcher & Assoc.  
5466 Hacks Cross Road  
Memphis, TN 38125

Telephone Number: 901-755-3207  
Fax Number: 901-754-1366

for the following Project:

City of Tupelo, Interchange Landscape Improvements, Tupelo, Mississippi  
PN 16005.00

The Architect:

JBHM Architects, PA  
105 Court Street  
Tupelo, MS 38804

Telephone Number: 662-844-1822  
Fax Number: 662-844-0971

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1416783939)

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

The commencement date will be fixed in a Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Thirty ( 30 ) days from the date of commencement, or as follows:

*(Paragraph deleted)*

The entire Work shall be completed in Thirty (30) days subject to the terms and conditions of the Contract.

Portion of Work

Substantial Completion Date

Init.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Paragraph deleted)*

Liquidated damages will be assessed for each calendar day thereafter as follows: \$500.00 per calendar day.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seventy Four Thousand, Five Hundred, Ninety Dollars and Zero Cents (\$ 74,590.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

N/A

§ 4.3 Unit prices, if any:

*(Paragraph deleted)*

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A		

§ 4.4 Allowances included in the Contract Sum, if any:

*(Paragraph deleted)*

Item	Price
N/A	

#### ARTICLE 5 PAYMENTS

##### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Per Paragraph 9.6 of Supplementary Conditions

§ 5.1.3 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.5 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent ( 5.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent ( 5.00 %);

Init.

- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.6 The progress payment amount determined in accordance with Section 5.1.5 shall be further modified under the following circumstances:

.1

*(Paragraphs deleted)*

Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.7 Reduction or limitation of retainage, if any, shall be as follows:

*(Paragraphs deleted)*

Once the work is at least fifty percent (50%) complete, on schedule and satisfactory in the Architect's and the Owner's opinion, fifty percent (50%) of the retainage held to date shall be returned to the contractor for the distribution to the appropriate subcontractors and suppliers and retainage thereafter shall be withheld at the rate of two and one-half percent (2.50%). Contractor shall obtain and provide to the Architect a Partial Release of Retainage Certificate from Surety before requesting reduction in retainage.

§ 5.1.8

*(Paragraphs deleted)*

Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

*(Paragraph deleted)*

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

N/A

### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

Init.

(Paragraph deleted)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Paragraph deleted)

The applicable rate of interest according to Mississippi law.

§ 8.3 The Owner's representative:

Jason Shelton  
71 East Troy Street  
Tupelo, MS 38804

Telephone Number: 662-841-6513  
Fax Number: 662-840-2075

Email Address: jason.shelton@tupeloms.gov

§ 8.4 The Contractor's representative:

Stephen Shikle, RLA, ASLA, SWD  
5466 Hacks Cross Rd.  
Memphis, TN 38125

Telephone Number: 901-755-3207  
Fax Number: 901-754-1366

Email Address: stephen@hatcherlandscape.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

N/A

Init.

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 00 22 13	Supplementary Conditions	02/02/2016	20

§ 9.1.4 The Specifications:

City of Tupelo, Interchange Landscape Improvements, Tupelo, Mississippi

Section	Title	Date	Pages
Specifications		02/02/2016	All inclusive through Division 32 93 00, Page 32 93 00 - 16

§ 9.1.5 The Drawings:

City of Tupelo, Interchange Landscape Improvements

Number	Title	Date
A000	Cover and Index	02/02/2016
L100	Overall Planting Plan	02/02/2016
L101	Enlargement Area "A" Planting Plan	02/02/2016
L102	Enlargement Area "A" Planting Plan	02/02/2016
L103	Planting Details	02/02/2016

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum 1	03/01/2016	1 page

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:  
N/A
- .2 Other documents, if any, listed below:  
Mandatory Addendum to All City of Tupelo Contracts, June 2015

Init.

#### ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

*(Paragraph deleted)*

Type of insurance or bond  
Certificate of Insurance

Limit of liability or bond amount  
See General Conditions and Supplementary Conditions,  
Article 11 for limits of liability

Payment Bond

Full Amount of Contract Sum or as required by law

Performance Bond

Full Amount of Contract Sum or as required by law

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER *(Signature)*

Jason Shelton, Mayor

*(Printed name and title)*

\_\_\_\_\_  
CONTRACTOR *(Signature)*

Stephen Shikle, RLA, ASLA, SWD

*(Printed name and title)*

init.

Mandatory Addendum to  
All City of Tupelo Contracts  
June 2015

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.  
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.  
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11<sup>th</sup>) Amendment immunity.  
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.  
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not agree to situs of jurisdiction or venue of suits being other than Lee County, Mississippi or the Northern District of Mississippi, United States District Court.  
Miss. Code Anno. 11-45-25.
8. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).



9. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.  
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
10. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.  
Miss. Code Anno. 11-45-25.
11. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.  
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
12. TUPELO does not agree to submit to binding arbitration.  
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
13. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.  
Miss. Code Ann. § 31-7-305.
14. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.  
Miss. Code Anno. § 25-61-9 (7).
15. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.  
Miss. Code Anno. § 25-61-9 (1).
16. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to:

(a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

Miss. Code Anno. § 25-61-9 (6).

17. In compliance with the Mississippi Accountability and Transparency Act of 2008, all payments made by TUPELO will be posted on a public website. The information posted will include: the date of payment, vendor name, vendor's city and state and the payment amount. The release of any such information supersedes any applicable non-disclosure or confidentiality obligations of TUPELO.

Miss. Code Ann. §§ 27-104-151 to 159.

18. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act.

Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.

19. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.

MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).

20. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.

Miss. Code Anno. 21-27-1

21. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.

MS AG Ops. 2012-00013